The Solicitors' Journal.

LONDON, JULY 19, 1884.

CURRENT TOPICS.

THERE IS REASON to believe that the clauses of the Supreme Court of Judicature Bill restricting the right to appeal will be dropped when the measure comes before the House of Commons. It is obviously desirable that the important changes proposed should not become law until opportunity has been given for full consideration.

WE PRINT in another column some remarks reported to have been made by the judge of the Derbyshire County Court with regard to the costs allowed to solicitors in respect of bankruptcy petitions under the Bankruptcy Act. He very properly points out that the scale, as acted upon by the taxing masters, does not remunerate a solicitor for the work which he is bound to perform. We have some reason to believe that the officials of the Board of Trade are becoming alive to this injustice, and are not unwilling that the scale should be revised so as to afford reasonable remuneration to solicitors for their services. We must protest, however, against the unworthy assumption that the inadequate scale of solicitors' charges upon petitions has been the chief reason which has operated with solicitors in their attempts to carry through private arrangements. We believe that the simple remedying of an injustice to themselves is not likely to influence their conduct in this respect to any appreciable extent.

ON THURSDAY LAST the Court of Appeal called attention to the fact that the word "procedure" is sometimes affixed in the paper of the day to interlocutory appeals, the majority of which do not in any way relate to procedure, but to questions of law in contention between the parties; so leading the public to believe that a large number of the appeals which come before the court relate to small matters which should not be the subject of appeal. This observation may probably be taken as having reference to Lord CAIRNS' remark in the House of Lords on Monday, that "he should like to know whether the judges of the Court of Appeal had made any representations to the effect that the right of appeal had been abused, and that frivolous appeals were often brought. As far as he knew, that was not the opinion of the learned judges of the Court of Appeal."

ON THE OCCASION when Mr. Justice CHITTY announced that he would hear no more witness actions before the Long Vacation, he also stated that he had consulted his chief clerk, and that he found himself unable to fix a day before the vacation for an appointment in chambers to settle the list of contributories of the Oriental Bank Corporation. It is understood that the parties have since obtained an appointment of three days' duration late in the month of October — a delay the consequences of which are likely to be serious. The work of the chambers of the chancery judges, which before October, 1883, was sufficiently heavy, has, by reason of the rules published at that date, been considerably increased. A few instances of delay, such as that of the settling of the list of contributories of the Oriental Bank Corporation, would warrant an inquiry as to whether the business in chambers could not be re-arranged so as to expedite the work, or, if that should be found impossible, to ascertain the expediency of adding to the staff.

THE DECISION on the Law Club question, at the meeting of the Incorporated Law Society on Friday week, was, as we anticipated, a foregone conclusion; but it will be observed that protests were made by several members against the high entrance fee and subscription. We think it will be a matter of regret hereafter that Mr. CROWDER's sensible proposal, that circulars should be issued proposing a subscription of £2 2s. or £3 3s., and asking how many would join respectively at those subscriptions, was not adopted. Speaking from personal knowledge, we reiterate our assertion that the result of the fee and subscription which have been adopted will be practically to exclude from the club the country members of the society. It should be remembered that besides the members resident in the more remote parts of the country, and who come comparatively rarely to London, there is a large class of solicitors resident in the home counties, who come up to town on business once or twice a week, to whom a club at a reasonable subscription would be a great convenience.

SOME OF THE COMPLAINTS made by the judges who are now on circuit about the recent changes are rather querulous. We fail, for instance, to see the shocking hardship inflicted on the learned judge who, as Mr. Justice LOPES complained, was actually compelled to eat his lunch in a railway carriage. But there can be no doubt that some serious difficulties connected with the new system are becoming manifest. It is often hard to say when the civil business at a one-judge town is to commence, and suitors and jurymen may be kept in attendance for some time before they are wanted. And great difficulty arises in ascertaining beforehand how much time will be required for a particular county. Mr. Justice MANISTY, in charging the Grand Jury at Newcastle, said, that "when he urged as strongly as he could that nine days were as few as could be allowed for Northumberland and Newcastle, he was told there would be a waste of time, that he would have a holiday; however, he succeeded in getting two days beyond that period, and he was told that that would be too much." As it happened, however, while the criminal business was unusually light, the civil business, which he had been told would be restricted to three or four cases, actually proved to amount to twenty-two cases, many of them important and heavy. We drew attention in our recent remarks on the new system to the probability of pressure arising at the one-judge towns from unexpected amounts of work cropping up, and it is not improbable that the reserve judge who is to be kept in town to meet emergencies of this kind, will have a lively time of it in careering to different places, widely apart, to help his oppressed brethren.

WHEN THE CASE of *Mander* v. *Harris* (L. R. 24 Ch. D. 222) was decided by Mr. Justice CHITTY, we took occasion (27 SOLICITORS' JOURNAL, 561) to protest against the assumption on which the decision was based, that the fact that the will was made before the Married Women's Property Act, 1883, made no difference in its construction. We pointed out that Lord SELBORNE's remarks in *Jones* v. *Ogle* (21 W. R. 236, L. R. 8 Ch., at p. 195) were distinctly opposed to this doctrine; that the observations of JESSEL, M.R., in *Hasluck* v. *Pedley* (23 W. R. 155, L. R. 19 Eq. 271), on which it was supposed to be founded, did not, as reported in the WEEKLY REPORTER, justify the inference drawn from them, and that at all events, a mere *dictum* of that kind was a very slender ground on which to base a doctrine so opposed to common sense and common knowledge, as that a testatrix who has made no subsequent alteration in her will is to be presumed to know and approve of all legislation affecting the interpretation of her will. It will be seen from a report which we publish elsewhere that the Court of Appeal has reversed Mr. Justice CHITTY's decision on the precise grounds we ventured to allege. It is now

decided that, "for the purposes of construction, those rules which prevailed when the will was made, and with reference to which the will might be fairly presumed to have been framed, must be observed." The construction of the will in *Mander* v. *Harris* being therefore to be decided on the law as it stood before the Married Women's Property Act, 1883, it was unnecessary for the court to decide the interesting question whether under a devise in a will made since that Act, in joint tenancy to a man and his wife and a third person, the joint tenants take in third shares; but it is to be observed that Lord Justice COTTON remarked that, "apparently the object of the Act was not to alter the rights of anyone except those of husband and wife *inter se*."

AN INTERESTING ARTICLE might be written on the effect upon the decisions of learned judges of opinions acquired in the course of their practice at the bar. The late Lord Justice JAMES, on at least one occasion, avowed that his judgment was the result of an opinion entertained for many years, and mainly due to a case of great hardship which had come within his personal knowledge. The judgment of one of the members of the Court of Appeal in *Pearson* v. *Pearson* (reported elsewhere) supplies another illustration. Lord Justice BAGGALLAY argued the case of *Labouchere* v. *Dawson* (20 W. R. 309, L. R. 13 Eq. 322) for the defendant. In that case, as is well known, Lord ROMILLY held that, although a person who sells the goodwill of a business is at liberty to recommence a similar business in the immediate neighbourhood of the place where the old business was carried on, and to advertise the fact of his having done so, he may not specially solicit custom from the customers of the old business. Lord Justice BAGGALLAY seems long to have held a strong opinion that *Labouchere* v. *Dawson* was wrongly decided; and in *Walker* v. *Mottram* (30 W. R., at p. 168, L. R. 19 Ch. D., at p. 366) he took occasion to intimate this opinion. Now the counsel for the plaintiff in *Labouchere* v. *Dawson* was the late learned Master of the Rolls; and in *Ginesi* v. *Cooper* (L. R. 14 Ch. D. 596), he not only expressed his entire approval of the doctrine laid down in *Labouchere* v. *Dawson*, but extended it to dealing with the customers of the old firm—an extension which was, disapproved by the Court of Appeal in *Leggott* v. *Barrett* (L. R. 15 Ch. D. 306). In the last-mentioned case, however, Lord Justice BRETT expressed a strong opinion that in the case of a sale of a goodwill to a stranger there is an implied contract on the part of the vendor that he will not solicit custom from the customers of the old firm. The chances of time have given Lord Justice BAGGALLAY the opportunity of re-asserting his view in *Pearson* v. *Pearson*. Although it was not strictly necessary for the decision, he and Lord Justice COTTON intimated that *Labouchere* v. *Dawson* was wrongly decided. Lord Justice LINDLEY, on the other hand, holds that it was rightly decided. The foundation of the decision in *Labouchere* v. *Dawson* is that a man may not derogate from his own grant. To use the language of the late Master of the Rolls, a man must not steal that which he has sold. Goodwill is, in fact, the chance of the custom of the old customers, and after a man has purported to sell this chance, he is not at liberty to destroy it. But, say the judges who disapprove of *Labouchere* v. *Dawson*, where are you to draw the line? If the vendor of the goodwill may advertise in the newspapers that he is carrying on business in the old line, why may he not send a circular to the same effect to the old customers? The answer to this, if we may respectfully say so, is, that practically there is a good deal of difference between an advertisement in the newspapers and personal solicitation of the old customers by private letters or visits. The doctrine that the vendor of a goodwill may recommence business in the same line in the immediate neighbourhood of the old business, and advertise the fact, is extraordinary enough when looked at from the point of view of what is ordinarily considered fair and right, but the fact that this doctrine is too well established to be reversed does not seem a good reason for extending it. The result of the opinions expressed by the majority of the court in *Pearson* v. *Pearson* is to render goodwill practically worthless unless protected by express stipulations, and the lesson to be learned by practitioners is, that in all cases of contracts relating to the purchase or taking over of a business and goodwill, there should be inserted express stipulations restricting the right of the vendor or outgoing partner to solicit the customers of the old business.

WHEN MR. COHEN, Q.C., succeeded in inducing the Grand Committee of the House of Commons to insert in the Bankruptcy Bill the novel act of bankruptcy which now appears as sub-section 1 (*b.*) of section 4 of the Act—viz., "If the debtor gives notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts"—we ventured to suggest (27 SOLICITORS' JOURNAL, p. 477) that a method would be found to evade the committing of this act of bankruptcy by any debtor desirous of convening a meeting of his creditors for the purpose of carrying a private arrangement. In practice we find that the suggestion we then made as to the form of circular to be adopted under such circumstances is being universally followed by solicitors acting in these cases, and we are glad to find that the Court of Appeal, in *Ex parte Oastler* (*ante*, p. 454), has confirmed our view. In that case two debtors carried on business in partnership in London and Paris, and one of the English creditors went to Paris on behalf of the English creditors, and there had an interview with the debtors. In the course of conversation one of the debtors, in the presence of the other, informed the creditor that he had started in business six or seven years ago without any capital, and that he was unable to pay the debts of the firm, and he offered to pay twenty per cent. dividend. He also stated that he could obtain assistance from his brother-in-law, who, however, would not assist him until he had made some arrangement with his creditors, and, he added, that if the creditors would accept the composition offered, the balance would be a debt of honour which they would pay in full at some future time. It was contended that these statements were equivalent to a notice by the debtors of their intention to suspend payment of their debts, but the Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) were of a contrary opinion. The judgment of BAGGALLAY, L.J., in which he compared the act of bankruptcy contained in sub-section 1 (*f.*) with the one in question, is very important. As was pointed out by him, sub-section 1 (*f.*) requires a declaration of inability to pay to be filed in court in order to constitute an act of bankruptcy, and, that being so, it could hardly be that a mere declaration or admission of inability to pay debts, coupled with no sort of formality whatever, would be sufficient to constitute an act of bankruptcy under sub-section 1 (*h.*). The judgments of the other Lords Justices are equally important, their effect being that the notice must be specifically that the debtor has suspended, or intends to suspend, payment, and that anything short of that—such as that he might have to pay his creditors a composition—is not within the sub-section. The decision is, to our mind, a welcome one, limiting, as it does, the operation of what has always appeared to us to be an unwise provision in the new Act. Another point raised in the case was whether the decision of MATHEW and CAVE, JJ., sitting as a divisional court, in the case of *Ex parte Nickoll* (*ante*, p. 617), to the effect that a verbal notice of suspension is sufficient under the sub-section, is a correct exposition of the law, and it is important to note that, although the point does not appear to have been expressly decided, yet in the course of the argument COTTON, L.J., intimated an opinion in accordance with the decision in *Ex parte Nickoll*.

THE TWO CASES of *Platt* v. *Mendel* and *Gurney* v. *The Countess of Canterbury* (*ante*, p. 656), which came before Mr. Justice CHITTY on the 9th inst., raised a point very important to mortgagees who have to bring foreclosure actions against a mortgagor and puisne incumbrancers. The well-known rule of the court which gives the mortgagor six months to redeem his property is supplemented by a further rule which gives to each of the puisne incumbrancers three months beyond the six months, so that where there are puisne incumbrancers these successive periods run on, and the time for the absolute foreclosure by the first mortgagee is prolonged to that extent. A practice has arisen, which has not, however, up to the present time been established as a rule, of giving the mortgagor and all the puisne incumbrancers collectively one time within which they or any of them shall have the option of redeeming the first mortgagee. Thus, in the recent case of *Smith* v. *Olding* (32 W. R. 386, L. R. 25 Ch. D. 462), Mr. Justice PEARSON, neither of the defendants appearing, ordered that both the defendants should be foreclosed in the event of their not paying within six months, following *Bartlett* v. *Rees* (L. R. 12 Eq. 395). On the other hand, Mr. Justice FRY, in *Sweet* v.

Combley (L. R. 25 Ch. D. 463n), in the absence of the mortgagor, who had not appeared, declined to depart from the usual course. In Seton on Decrees, p. 1084, reference is made to two cases, both unreported, in which the Master of the Rolls (Lord ROMILLY), where the puisne incumbrancers did not appear, gave only one time to redeem. As a matter of fact, we believe that no inconvenience has arisen by reason of decrees framed in this manner, but it is obvious that inconvenience might arise; and the practice will probably remain of uncertain application until some difficulty arises. In the cases before Mr. Justice CHITTY he decided to follow the old rule, the second mortgagee being present, and requesting a successive period. But the learned judge implied that he will give only one period to redeem unless the second mortgagee asks for successive periods, and that he will not listen to the request of the mortgagor asking for successive periods.

THE RIGHTS of women have lately been advancing at such a pace that a doubt may arise in some minds whether, in some respects, they may not imply the wrongs of other people. Perhaps the plaintiff in the case of *Bursill* v. *Tanner* (32 W. R. 827) may feel some inclination towards this opinion. Looking at the wide, though somewhat puzzled, terms in which the Married Women's Property Act, 1882, hands over their property to women, and makes them at the same time liable to all kinds of suits and actions, this plaintiff seems to have rejoiced in her heart—for by the irony of fortune, the plaintiff seems to have been a woman—when she had recovered judgment against a fair customer for the amount of a milliner's bill. But FIELD and MANISTY, JJ., have since decided that, by virtue of section 19 of the Act, execution can be levied only in respect of property as to which the defendant is not restrained from anticipation; and there is much reason to fear that, in consequence of this decision, execution can practically be levied upon nothing at all. This will, at all events, be the practical result of the decision in many cases; and the ladies may be congratulated upon having obtained everything and given up nothing. If the authors and promoters of the Act expected and intended this result, they will deserve great credit for their foresight; and we should say of them, as Lord COKE tells us Sir WILLIAM HERLE said of the makers of a still more celebrated Act, "*Ils fueront sages gents queux fieront cest statut.*"

WE OCCASIONALLY find information of a very singular character in the *Law Reports*—see, for instance, the reference to the so-called "Local Government Act, 1875," in the head-note to the report of *Todd* v. *Robinson* (L. R. 12 Q. B. D. 530)—but we do not remember to have met with anything so full of interest as the strange adventure of the ship, which appears from the statement in the current number of these reports (L. R. 13 Q. B. D., at p. 92) to have put "into Court." It is stated that "the original cause of putting into Court was a particular average loss," but no information is given as to the procedure by which the vessel was brought into court. There are, doubtless, dry "docks" to be found at the Old Bailey and other courts, but independently of their limited accommodation, the facilities afforded for "unloading and reloading cargo" therefrom by the police van seem somewhat inadequate. The reporter should take advantage of the next "Christmas number" of the *Law Reports* to explain, in detail, how the feat he chronicles was accomplished.

THE OFFICIALS in the Chancery Paymaster's Office complain that the new funds rules, which came into operation on the 1st of March, have largely increased their work, and that the books they now have to keep far outnumber those kept under the former *régime*. The amount of correspondence entailed on them by the new practice of paying dividends by post also adds largely to their labour. Hopes were entertained by the Treasury that the new rules would greatly decrease the work of the office, but in practice their effect is the reverse, and we are told that, in many instances, work has to be taken home by the officials to be completed at night. Representations have been made to the Treasury, but hitherto without effect.

JURISDICTION OF A JUDGE AT CHAMBERS TO ISSUE AN ATTACHMENT.

QUESTIONS concerning the liberty of the subject are not in modern times regarded with the same jealous fear of encroachment as in some past epochs of our history. The judicial bench, independent of all extraneous influence, and untainted by a suspicion of partiality, has won the confidence of the people, and the great majority of suitors would intrust their fortunes and their liberties as readily to the decision of a judge as to the verdict of a jury. Able, conscientious, and painstaking as the judges undoubtedly are, it is still to be desired that their decisions in all matters of the first importance should be pronounced under that full sense of responsibility which is secured by the publicity of legal proceedings. The possibility of unfavourable criticism is a potent stimulus, not to uprightness, for that we assume in a modern judge, but to the painful effort of continuous attention, which is, perhaps, as necessary for sound decision as an impartial mind. This is not the only reason why, in our opinion, the jurisdiction in chambers should be restrained within somewhat narrow limits. Summonses are there disposed of with a rapidity which precludes complete examination of the merits; and, with the best intentions, the judge can administer but rough justice to the crowd of suitors who seek his decision in chambers.

It was, therefore, with some regret that we read the judgments in the recent case of *Salmi Kyberg* v. *Komanski* (32 W. R. 752), where a divisional court held, justifying the practice which has, since the Judicature Act, prevailed in the Queen's Bench Division, that a judge in chambers has jurisdiction to issue an attachment. Passing by the questions whether it is constitutional, and, if so, whether it is expedient, that a man should be sent to prison by a decision *in camerâ*, we shall here examine the legal arguments on which this judgment rests.

It was admitted that, under the old practice, there was no power to issue an attachment in chambers; but it was asserted that the 39th section of the Judicature Act, 1873, had enlarged the jurisdiction of a judge in this respect. This view was adopted by Huddleston, B., and Grove, J., affirming the decision of Mathew, J., at chambers, while Day, J., dissented from the opinion of the majority.

The 39th section of the Judicature Act is in the following terms:—

"Any judge of the said High Court of Justice may, subject to any rules of court, exercise, in court or in chambers, all or any part of the jurisdiction by this Act vested in the said High Court, in all such causes and matters, and in all such proceedings in any causes or matters, as before the passing of this Act might have been heard in court or in chambers *respectively*, by a single judge of any of the courts whose jurisdiction is hereby transferred to the said High Court, or as may be directed or authorized to be so heard by any rules of court to be hereafter made. In all such cases any judge sitting in court shall be deemed to constitute a court."

Remembering that by section 16 the several jurisdictions of the former courts, including the jurisdiction of a judge in chambers, had been united in the High Court, it seems doubtful whether the object of section 39 was not simply to restore to a single judge of that court the power which a single judge formerly possessed, without affecting in any way the distribution of business between court and chambers. This was Mr. Justice Day's reading of the section. He said, "I find here the word '*respectively*,' and it seems to me that that word is the key of the whole section. It appears to me to give to a judge sitting in court all the powers which any judge of any of the courts consolidated by the Act had before its passing, and to a judge sitting at chambers the same powers as any other judge at chambers had ever possessed, and no more." Mr. Baron Huddleston, however, while admitting the difficulty of interpreting the section, boldly substituted "either" for "respectively," when of course all difficulty disappeared. But the obvious objection to such a construction is that it would authorize, not merely a writ of attachment being issued in chambers, but the entire business of the courts being transacted there. That the Legislature had any such intention is in the last degree improbable; and we prefer to adopt the opinion of Day, J., that the word "respectively" was deliberately adopted for the purpose of leaving the distribution of business unaffected by the consolidation of the courts.

Mr. Justice Grove agreed with Mr. Baron Huddleston, but he arrived at his conclusion by a different route. He seems to have considered that, if the section were read as conferring on a judge the same powers which a judge previously exercised, it would have been unnecessary; but, with all respect, we must say that this argument ignores the fact that a judge of the High Court was a "brand" new creation of the statute, who possessed after its passing no powers except those which were expressly conferred upon him. Instead, however, of rejecting the word "respectively," the learned judge relied upon the words, "subject to any rules of court," and then proceeded to show that the issue of a writ of attachment in chambers is authorized by the existing rules.

Whether the enlargement of the jurisdiction in chambers in such an important matter is within the competence of rules of court appears to us to be somewhat doubtful; but, assuming that it is so, let us see whether the rules themselves justify the conclusion of the Divisional Court. By ord. 44, r. 2, it is provided that no writ of attachment shall be issued without the leave of the court or a judge, to be applied for on notice to the party against whom the attachment is to be issued. This rule is in form a prohibitive, not an enabling, enactment; but Mr. Justice Grove considered that, by implication, it confers a power on "a judge"—that is to say, on a judge in chambers—to authorize the issue of the writ. Now, it appears to us, whatever meaning may be attributed to the expression "the court or a judge," that the language of this rule negatives the idea that leave is to be applied for on summons. The words "on notice to the party against whom the attachment is to be issued" distinctly point to notice of motion, and not to service of a summons. If we turn to order 52, we find that "where, by these rules, any application is authorized to be made to the court or a judge, such application, if made to a divisional court, or to a judge in court, shall be made by motion." This rule shows that the application referred to in order 44 may be made to a judge in court, and that the words "or a judge" do not necessarily mean a judge in chambers. Again, by rule 4 of order 52, it is laid down that "every *notice of motion for attachment* shall state in general terms the grounds of the application."

Some stress seems to have been laid, in the case to which we have referred, upon the circumstance that the order which it was sought to enforce was an order made in chambers, and Mr. Baron Huddleston is reported to have used the the following language:—"It is said that the procedure is still to be the same as under the old system—that is, that the original order must still be made a rule of court, and that then application must be made to a divisional court for attachment for disobedience to such rule of court." In making these observations we presume the learned baron overlooked ord. 42, r. 24, which provides that "every order of the court or a judge in any cause or matter may be enforced against all persons bound thereby in the same manner as a judgment to the same effect." There is thus no necessity to have recourse to the obsolete procedure indicated by him as the only alternative; but the obedience of the defendant might have been enforced under ord. 42, r. 7.

The subject which we have discussed is, in one aspect, highly technical, in another it is of broad and general interest. We have treated it simply as a question of the construction of the Act and Rules, and we have endeavoured to show that their meaning is by no means free from doubt. If our readers agree with us in this, they will also agree with the concluding words of Mr. Justice Day's judgment, "that the liberty of the subject is not to be interfered with on an inference alone."

We are informed that at a meeting of the trustees of the Eldon Law Scholarship, held at the House of Lords on the 16th inst., Mr. Albert Thomas Carter, of Queen's College, Oxford, was elected twenty-first Eldon scholar.

The *Albany Law Journal* is severe on the judgments delivered in the House of Lords. It says, "We desire to speak well of dignitaries, but we feel constrained to admit that the House of Lords is the most tedious and inconclusive court in existence. The only time when we contemplate the capabilities of dynamite with any approval is when we are condemned to read the long, rambling, slipshod, tautological, cumulative opinions of three or four law lords, which are supposed to set the law for Great Britain."

RECENT DECISIONS.

EMPLOYMENT OF A SOLICITOR BY A HIGHWAY BOARD.

(*United Land Company* v. *Tottenham Local Board*, Q. B. D., 32 W. R. 798.)

This decision is of considerable importance to country solicitors, and requires careful examination. It is enacted by section 84 of the Highways Act, 1835 (5 & 6 Will. 4, c. 50), that certain expenses incurred by a surveyor of highways in connection with the "stopping up, diverting, or turning" any highway, if the stopping up, &c., is required by a private party, "shall be paid to such surveyor by such party, or be recoverable in the same manner as any forfeiture is recoverable" under the Act—that is, by summary conviction under the penal clauses. The expenses in question are, by sections 84 and 85, connected with advertising the character of the proposed alteration by notices, the preparation of plans "particularly describing the old and new highway by metes, bounds, and admeasurement thereof," and the attending before justices upon a view of the highway itself.

In the present case, the appellants having applied for a diversion, "certain expenses were incurred, amounting to £65 odd, owing to the board having employed a solicitor to carry out its surveyor's instructions," and the appeal was (by case stated under 20 & 21 Vict. c. 43) against a conviction by the justices to pay this sum, on the ground that the board had no power to delegate the surveyor's duties to a solicitor. The appeal was allowed by Hawkins and A. L. Smith, JJ., although it was admitted—and, indeed, had been found as a fact by the justices—that the charges were reasonable, and it was urged for the respondents that the duties of a surveyor under the Act are very numerous and intricate, as the many cases arising out of their being improperly or informally carried out show (see *Crisp, Appellant; Wallace, Respondent*, L. R. 4 Q. B. D. 641). No authority was cited on either side, so that the case is one of the first impression. It is perfectly clear (see *Re Barber*, 14 M. & W. 720) that, in some cases, as where an indictment for obstruction is preferred, the expenses of a solicitor employed by a highway surveyor must be legally chargeable upon the rates, and the only question is whether the expenses attendant upon the "diversion," &c., are confined to disbursements and time expended upon ministerial work. In ordinary cases they would seem to be, and therefore, disbursements excepted, are not chargeable; and there being nothing to show that any extra difficulties arose in this particular case, the decision of the court probably cannot be found fault with. As an authority, however, the decision has by no means the weight which it would have had if the question had arisen, not between the board and private persons, but between the board and the ratepayers upon the disallowance of an auditor of the solicitor's expenses. Until the question of the retainer of a solicitor arises upon some such disallowance, the law will not be fully known. It is to be observed, too, that even in the present case the court expressly abstained from expressing an opinion whether or not the appellants, from an acquiescence in the appointment of a solicitor, were liable, as upon an express contract, to pay his expenses. There appears to us to be strong evidence that they were.

On Monday, in the House of Commons, Mr. Marriott asked the Attorney-General whether his attention had been called to the fact that last year no less than 523 affidavits lodged at the central office of the Supreme Court of Judicature—viz., 86 used in the Divisional Courts, 2 in the Appeal Court, 237 in judges' chambers, 142 in masters' chambers, 46 in masters' private room, and 10 in judges' private room had been lost; and whether he would direct that some steps should be taken to prevent the recurrence of such carelessness on the part of some of the officials. The Attorney-General said that he had inquired into the matter, and discovered that the loss only took place in the Queen's Bench Division. In the Chancery Division, in the course of the year, 88,000 affidavits were used, of which not one had been lost. But in that division copies, and not originals, were used in court, whereas in the Queen's Bench Division, in order to save expense, the originals were used in court and handed to the judge, and from counsel to counsel. The result was that out of 45,000 affidavits so used some 500, or 1 per cent., had been lost. The question was then, in reality, more a question of economy than anything else.

CORRESPONDENCE.

SCHEMES OF ARRANGEMENT IN SMALL BANKRUPTCIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The attention of the Board of Trade having been called to a report in your issue of the 5th inst., of a case before the Divisional Court of the Queen's Bench Division, *Ex parte The Board of Trade*, in which it is stated that the official receiver had informed a meeting of creditors that the Board of Trade "objected to any scheme of arrangement in small bankruptcies," I am directed by the Board of Trade to state that there is no foundation for the statement in question, and that the Board of Trade have never entertained or expressed any such objections. The official receiver concerned also assures them that he never made any such statement. When the matter was mentioned in the Divisional Court it was at once denied by Mr. Chalmers on behalf of the Board of Trade.

Board of Trade, Whitehall-gardens, July 10. T. H. FARRER.

[We are glad to find that no such objections have been expressed by the Board of Trade. It was, however, positively asserted in court by the counsel for the debtor that the official receiver had informed the creditors at their second meeting that he had received instructions from the Board to that effect, and this assertion was justified by an affidavit made by a person who was present at the meeting. Our reporter did not understand Mr. Chalmers as actually denying that such instructions had been given by the Board, but only as saying that he had never heard of them. The letter of Sir T. H. Farrer, however, proves that what the official receiver said at the meeting must have been misunderstood.—ED. *S. J.*]

RE W. AND J. LUDFORD.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your publication of the 28th June last you have inserted an article commenting on the decision in the above case, and stating that, if the claim for poundage had been allowed under the circumstances, such allowance would have gone very far beyond what was ever contemplated by the Legislature, and that sheriffs' officers are very reasonably protected by section 46 of the present Bankruptcy Act as interpreted by such decision. I feel certain the gentleman who wrote the article is not practically acquainted with the sheriffs' officers' duties, risks, and responsibilities, nor is the decision in the above case in accordance with the practice as carried on in my shrievalty up to the passing of the Bankruptcy Act, 1883. I have acted as sheriff's officer for the last ten years, and under the Bankruptcy Act of 1869 the sheriff has always been allowed poundage where he has been in possession under an execution and bankruptcy has supervened, according to the principle laid down by Willes, J., in the case of *Miles v. Harris* (12 C. B. N. S. 551), in which he says that, where the plaintiff had had all the benefit of the sheriff's services, and the sheriff had done all he could do, and was ready to do the rest in obedience to the precept, according to all ordinary principles he ought to be paid. There are other cases I could refer to if necessary, wherein the same principle is followed by the judges. The decision in the above case (depriving the sheriff of poundage) seems to have been partly arrived at because a sale had not actually taken place, but that is not necessary according to recent cases. Then, as to the protection given to the sheriff's officer, I venture to deny such to be the case if poundage be withheld, for the following reasons—and I speak from experience. In nearly half the executions I have to carry out, a claim to the goods seized is made by some third party, and then the sheriff is driven to interplead. If the claimant succeeds, the usual order is made "that the sheriff withdraw, no action, no costs." Thus the sheriff is saddled with his share of the costs of the interpleading, amounting to three or four pounds, and has to pay out of his own pocket for men keeping possession from seven to fourteen days. If the claim is dismissed, sometimes the claimant is ordered to pay the costs of the interpleader, but this is very rarely the case, so that the outpockets of the sheriff are sure to be large where there are many writs sent to him for execution, and the only set-off he has had to fall back upon has been the poundage he is entitled to, and if this be now withheld in cases where bankruptcy occurs, there is no doubt the loss upon him or his officers must be very severe. I mention these facts in order that the legal public, who seem to think the sheriff and his officers are well protected, may be made acquainted with the truth, and that neither he nor his officers meet with the help they are entitled to, so far as costs are concerned, from the courts when they have to resort to them for protection under the Interpleader Acts. This is an anomaly I cannot understand. I should have thought the courts would have been anxious to protect their officers from loss in carrying out the precepts of the court intrusted to them. FRED. MARRIOTT, Sheriff's Officer.

Nottingham, July 12.

[Our correspondent does not appear to appreciate the spirit of the remarks to which he refers. The word "ever," which he has italicised, was not intended in the sense in which it reads when so italicised, and probably our meaning would have been better expressed if the word had been omitted. With this exception, however, we adhere to what we previously stated, that in our opinion the Legislature did not intend, by enacting the 46th section of the Bankruptcy Act, to give the sheriff "poundage" in case of a receiving order being made before any sale is effected. It appears to us that what was intended was to give legislative force to the decision of Bacon, C.J., in *Ex parte Browning* (26 W. R. 559), under the Act of 1869, and nothing more. In that case Bacon, C.J., held that the sheriff was entitled to "the expenses of taking and keeping possession of the debtor's goods, and also the expenses of preparing the same for sale," but nothing is said as to "poundage." We question the statement of our correspondent that under the Act of 1869 "poundage" has always been allowed in such cases. Our correspondent may have been fortunate enough to have obtained it in cases coming into his hands, but from inquiries we have made this is not the experience of all sheriffs' officers, nor do we think that "poundage" was properly chargeable in such cases. There is a difference between a case where, after seizure, the debtor and creditor compromise the matter, and the sheriff consequently withdraws, and a case where the sheriff is prevented from proceeding by the operation of a statute. It is with reference to the former case that Willes, J., in *Miles* v. *Harris*, made the remarks quoted by our correspondent, but he also said, "Where, as here, the execution is stayed before actual levy, through no voluntary act of the plaintiff, it seems to me that the sheriff has not levied the money within the terms of the statute, and, consequently, is not entitled to poundage." Those remarks, to our mind, are equally applicable to the facts in *Re W. & J. Ludford*, for seizure alone is not a levy within the statute. This was expressly laid down by Erle, C.J., in the same case. His words are, "I am of opinion that the sheriff has not levied so as to be entitled to poundage under that statute, *until the goods seized have been turned into money*. The remarks of our correspondent upon the hardships to which sheriffs' officers are subjected in certain cases appeal to our sympathy, but they are entirely beside the question, as we fail to see how this fact can reasonably be urged as an argument in favour of mulcting bankrupts' estates to make up the losses which sheriffs' officers sustain in other cases. We may perhaps add, with regard to our correspondent's remark that the writer of the observations referred to is not practically acquainted with the sheriff's officer's duties, that, so far as the conduct for many years of an extensive bankruptcy practice enables anyone to speak with authority on questions of this kind, few people are better qualified than the writer of the observations referred to.—ED. *S. J.*]

NEW PRACTICE CASES.

R. S. C., 1883, ORD. 58, R. 4—FRESH EVIDENCE ON APPEAL—LEAVE OF COURT—DISTINCTION BETWEEN INTERLOCUTORY AND FINAL ORDER.—In a case of *Norton* v. *Compton*, before the Court of Appeal on the 15th inst., a question arose as to the admission of fresh evidence on the hearing of an appeal. The action was an administration one, and the appeal was from the disallowance of a claim carried in against the estate. For the purpose of regulating the time for appealing such an order is treated as interlocutory, but, inasmuch as it finally decided the rights of the claimant, the appeal had been set down in the final list. The appellant insisted that he was entitled to adduce fresh evidence on the hearing of the appeal without any leave from the court, the order being interlocutory. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) held that fresh evidence could not be adduced without the leave of the court. COTTON, L.J., pointed out the difference in the language of the two clauses of rule 4, the one providing that "further evidence may be given without special leave upon interlocutory applications," while the other says that "upon appeals from a judgment after trial or hearing of any cause or matter *upon the merits*, such further evidence shall be admitted on special grounds only, and not without special leave of the court."—COUNSEL, *Cozens-Hardy*, Q.C., and *Bardswell*; *Methold*. SOLICITORS, *Letts Brothers*; *Carr & Co.*

R. S. C., 1883, ORD. 65, R. 48—COSTS—TAXATION—COUNSELS' FEES—INCREASED FEE ON APPEAL—REFRESHER—DISCRETION OF TAXING MASTER.—In a case of *Cain* v. *Clegg*, before the Court of Appeal on the 16th inst., a question arose on taxation as to the allowance to counsel (a member of the local bar at Manchester), on an appeal from the Lancaster Chancery Court, of a higher fee than he had received on the hearing in the court below, and as to the allowance of a refresher. The fee allowed on the appeal was fifteen guineas; that on the original hearing had been four guineas. The appeal was in the paper for hearing on December 20, 1883, and was then only partly heard, and it stood over till the 30th of January, 1884, when it was concluded. On this occasion the Court of Appeal was not constituted of the same judges as on December 20. The hearing did not occupy five hours altogether. The taxing master

of the Chancery Division allowed a refresher of £10 10s. The appeal was brought direct from this decision. He stated that, in his opinion, it was proper to employ on the hearing of the appeal the same counsel as in the court below, and that the fee of fifteen guineas, paid for attending on the appeal in London, was under the circumstances reasonable and proper. He was of opinion that under the circumstances the practice of allowing the same fee on the hearing of an appeal as was allowed on the hearing in the court below was not applicable, neither was the rule that a refresher fee is only allowed after one full day's hearing applicable. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) refused to disturb the taxation. BAGGALLAY, L.J., said the court would, to save further expense, take upon itself to decide the question, at the desire of both parties, but he doubted whether there was jurisdiction for the Court of Appeal to deal with the taxing master's *allocatur* in the circumstances in which the present appeal was brought. He thought the matter should be fully considered with a view to making a new rule to provide for the case. The appeal was against an *allocatur* of a master of the Chancery Division, who had allowed the two fees in question, taking into account the fact that the counsel had had to come up to London twice. The objections raised were that the fee in the Court of Appeal ought not to have been larger than that paid in the court below, and that there should have been no additional fee for the second hearing in the Court of Appeal. Unless the court was prepared to say that in no case could an additional fee be allowed to a counsel coming from the country to follow his case, it was impossible to interfere with the taxing master's discretion. The second hearing was really a distinct hearing, and though the fee might be in the nature of a refresher, it was not properly a refresher. COTTON, L.J., agreed that the question was one of *quantum*, and not of principle. As to the £10 10s., he thought it was not a refresher at all, the second hearing having taken place after an interval. LINDLEY, L.J., said that in his opinion there was no jurisdiction, but the court was giving a decision out of pity to the parties, to save them from having to go to a court of first instance, and then come again to this court. The taxing masters were far better able to decide such a question than any judge. Their LORDSHIPS then, to avoid further difficulties, fixed the costs of this application at seven guineas.—COUNSEL, *Seward Brice; S. Hall.* SOLICITORS, *Chester & Co.; T. R. Kent.*

R. S. C. 1883, ORD. 17, R. 4—REVIVOR—CHARGE OR TRANSMISSION OF INTEREST—JOINING NEW TRUSTEE.—In the case of *Wilson* v. *Brewster*, before Chitty, J., on the 14th inst., it appeared that since the institution of an action against the survivor of two trustees a new trustee had been appointed in the place of the deceased trustee, and the trust property transferred into the joint names of such new trustee and the surviving trustee. It was stated that an application made to the registrar, under R. S. C., 1883, ord. 17, r. 4, for an order, of course adding the new trustee, was refused on the ground that there had been no charge or transmission of interest within the meaning of the rule, as the deceased trustee was never party to the action. *Roffey* v. *Miller*, 24 W. R. 109, was referred to. CHITTY, J., said that he failed to see any difficulty, and the applicant was entitled to an order.—COUNSEL, *A. Underhill*; SOLICITOR, *G R Hubbard.*

R. S. C., ORD. 55, R. 40—CLASSIFICATION SUMMONS—DISAGREEMENT OF PARTIES—APPOINTMENT OF OFFICIAL SOLICITOR.—In the cases of *In re Docwra*, *Docwra* v. *Paith*, and *In re Docwra*, *Westwood* v. *Docwra*, heard before Bacon, V.C., on the 17th inst., an important question arose on a classification summons. The testator had directed that all the residue of his property should be divided into eight parts, six of which were given absolutely, while the remaining two were directed to be settled. Two actions had been instituted, one for the administration of the estate, and the other for winding up a partnership in which the testator had been engaged with one of his sons. One order was made in both actions. The plaintiff in the first action then took out a summons, that for the purpose of the future proceedings in the actions before the judge at chambers, the parties to attend at the expense of the state should be classified and represented. The summons came before the chief clerk, who gave leave for the solicitors of two of the beneficiaries to attend on behalf of all the beneficiaries, "except such as were executors." BACON, V.C., asked whether the parties were agreed, and upon being answed in the negative, said that his duty was to exercise the power given him by the words of ord. 55, r. 40, "where the parties constituting any class cannot agree upon the solicitor to represent them, the judge may nominate such solicitor for the purpose of the proceedings before him." He accordingly appointed the official solicitor of the court to represent all the residuary legatees who were not parties to the actions. Costs of all parties to be costs in the action.—COUNSEL, *Hemming*, Q.C., and *Chester*; *Horton Smith*, Q.C., and *McClymont*; *Marten*, Q.C., and *Maidlow*; *Miliar*, Q.C., and *E. Beaumont*; *Gatey*; *Fischer*, Q.C., and *Brett*; *Carey.* SOLICITORS, *W. Neal*; *Marshfield & Hutchings*; *Wainwright & Bailey*; *Farlow & Jackson.*

BANKRUPTCY CASES.

LEASEHOLD INTEREST OF BANKRUPT—DISCLAIMER BY TRUSTEE—LEAVE OF COURT—TERMS IMPOSED—BANKRUPTCY ACT, 1869, s. 23—BANKRUPTCY RULES, 1871, R. 28—BANKRUPTCY ACT, 1883, s. 55.—In a case of *Ex parte Good*, before the Court of Appeal on the 11th inst., a question arose as to the terms on which leave should be given to the trustee in a liquidation by arrangement under the Bankruptcy Act, 1869, to disclaim a leasehold interest of the debtor. A lease was granted in 1875 to T. and S., partners in trade, as joint tenants. In March, 1882, the partnership was dissolved, on the terms that S. should continue the business and should pay T. £12,000 for his share, the payment being made in forty equal half-yearly instalments. T. covenanted that he would stand possessed of his interest in the lease on trust for S. By another deed, S. assigned certain chattels on the leasehold premises to T., by way of security for the £12,000. In June, 1883, S. filed a liquidation petition. T. was afterwards compelled to pay the rent to the lessor. The trustee retained possession of the premises for some time, with a view (as the court held) to the benefit of the estate, and afterwards applied to the court for leave to disclaim the debtor's interest in the lease. Mr. Registrar Pepys gave leave to disclaim upon the terms of the trustee paying to T. the rent as from the date of his appointment until the day when his beneficial occupation ceased. This decision was affirmed by the Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.). It was contended on behalf of the trustee that no conditions ought to be imposed, because T. had not been kept out of possession of the property by virtue of the lease which was to be disclaimed, but by virtue of the deed of dissolution, under which he was entitled to £12,000 for his interest. The disclaimer would not affect that deed, and he could prove in the liquidation for the £12,000. BAGGALLAY, L.J., said that, the trustee having retained possession of the property with a view to the benefit of the debtor's estate, according to the rule laid down in a series of cases, of which *Ex parte Arnal* (L. R. 24 Ch. D. 26, 27 SOLICITORS' JOURNAL, 583) was the last, if the landlord had not been paid the rent, the trustee would have had leave to disclaim only on the terms of making compensation to him. The registrar was fully justified in giving that compensation to T. which, if he had not paid the landlord, the trustee would have had to pay to the landlord. Otherwise the trustee would have had the beneficial occupation of the property without paying anything for it. COTTON, L.J., said that, while T. was liable to pay the whole rent to the landlord, he had no beneficial interest in the lease. He had, therefore, a right to be indemnified by his *cestui que trust*, the debtor, against his liability to the landlord, and was entitled for that purpose to a lien on the leasehold property. Leave to disclaim ought to be given only on the terms of the trustee paying to T., who, by the disclaimer, would be deprived of his lien, compensation for what he had paid to the landlord. LINDLEY, L.J., said that T. was, by virtue of his lien, really a secured creditor, and, when the property on which he had a lien was taken away, he ought still to have the benefit of the lien.—COUNSEL, *R. Vaughan Williams*; *F. Cooper Willis.* SOLICITORS, *Burr, Gribble, & Co.*; *Ullithorne, Currey, & Villiers.*

BANKRUPTCY—PREFERENTIAL DEBT—LANDLORD—DISTRESS FOR RENT—GAS RENT—BANKRUPTCY ACT, 1869, s. 34—BANKRUPTCY ACT, 1883, s. 42.—In a case of *Ex parte Harrison*, before the Court of Appeal on the 14th inst., a question arose as to the right of a corporation to distrain for gas rent on the goods of a debtor who had filed a liquidation petition under the Bankruptcy Act, 1869. By their special Act the corporation were empowered to recover from any person any rent or charge due to them by him for gas supplied, "by the like means as landlords are for the time being by law allowed to recover rent in arrear, but the incoming tenant of any premises shall not be liable in respect of any arrears of any such rent or charge accrued before the commencement of his tenancy, unless he has agreed to be liable for the same." The corporation, two days after the filing of the liquidation petition, levied a distress on the debtor's goods for a sum due to them for gas supplied to him. The creditors afterwards resolved on a liquidation by arrangement and appointed a trustee. Cave, J. held that the distress was valid as against the trustee, on the ground that the corporation were within the meaning of section 34 of the Bankruptcy Act, 1869, "other persons to whom rent was due by the debtor. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.), affirmed the decision, on the ground that the effect of the special Act was to place the corporation in the position of a landlord and to entitle them to the same remedies, and that, consequently, they were in effect landlords within the meaning of section 34. Their lordships said that *Ex parte Hill* (L. R. 6 Ch. 63) was distinguishable, because in that case the corporation were not entitled to levy a distress until they had first obtained an order of justices authorizing them to do so. Both COTTON and LINDLEY, L.JJ., expressed an opinion that money due for gas supplied is not in the nature of "rent," though it is called "rent" in some Acts of Parliament, and that the corporation were not "other persons" within the meaning of section 34. The court also held that the trustee was not an "incoming tenant."—COUNSEL, *A. T. Lawrence*, and *Tyrrell Paine*; *Winslow*, Q.C., and *R. Vaughan Williams.* SOLICITORS, *Duignan, Smiles, & Co.*; *Sharpe, Parker, & Co.*

CASES OF THE WEEK.

SALE OF BUSINESS—RIGHT TO SOLICIT OLD CUSTOMERS.—In a case of *Pearson* v. *Pearson*, before the Court of Appeal on the 10th inst., a question arose as to the extent of the right of a vendor of a business to solicit afterwards his old customers. For some years the business of earthenware manufacture had been carried on by J. J. Pearson, father of the defendant James Pearson, under the firm of "James Pearson." After the death of J. J. Pearson, the business, under the same title, was carried on by the plaintiff Theophilus Pearson, who was his brother and trustee, and the defendant, who was entitled under his father's will to a share of the business, had been actively engaged in the management. Disputes arose between the uncle and nephew which resulted in litigation, and ultimately

an arrangement was entered into for staying the action upon terms contained in an agreement dated the 27th of March, 1884, which was embodied in an order of the court, made by consent. By clause 1 of this agreement, the plaintiff agreed to pay to James Pearson £2,000 for the purchase of his share and interest in the property and business, and, by clause 2, James Pearson agreed to execute a conveyance of such estate and interest to the plaintiff, and to release all claims against the same, and Theophilus Pearson agreed to covenant to indemnify James Pearson against all existing liabilities in connection with the property and business; and it was provided (clause 3) that "nothing in this agreement shall be deemed to restrict or prevent James Pearson from carrying on and exercising the business of a potter and earthenware manufacturer, or any other business, at such place as he thinks fit and under the name of James Pearson." And by clause 4 it was provided that Theophilus Pearson should forthwith discontinue carrying on business under the name of James Pearson. James Pearson shortly afterwards commenced a pottery business, and sent round a circular to the customers of the old firm in which he stated that he had been compelled, owing to disputes with the trustee under his father's will, to withdraw from the business carried on for many years by his father, but that he did not hesitate "to solicit a continuance of the favours granted by you to the late firm, and hopes that the care and attention which have secured your support in the past may continue to be exerted on your behalf in the future." The plaintiff then brought this action for specific performance of the agreement, and for an injunction restraining the defendant James Pearson from issuing the circular, and from applying to any person, who was a customer of the old firm prior to the 27th of March, 1884, privately, by letter, or personally, or by a traveller or correspondent, asking such customer to continue to have dealings with him and not to deal with the plaintiff. Kay, J., granted the injunction, considering himself bound by the decision of Lord Romilly, M.R., in *Labouchere* v. *Dawson* (L.R. 13 Eq. 322), according to which, after a voluntary sale of the goodwill of a business, the vendor is not at liberty to solicit his old customers to give their custom to him in a new business of the same character carried on by him. The defendant appealed from the order, except so far as it applied to the circular. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) allowed the appeal. BAGGALLAY, L.J., was of opinion that the goodwill of the business was included in what the plaintiff had agreed to purchase and the defendant to sell. But then arose the question how far the generality of the first clause was modified by clause 3. If the matter rested on clause 1 alone, and if *Labouchere* v. *Dawson* was good law, the plaintiff would be entitled to an injunction. His lordship had, in *Walker* v. *Mottram* (L. R. 19 Ch. D. 366), expressed his doubts as to the correctness of *Labouchere* v. *Dawson*, and he did not think that it should be recognized as a binding authority. He was well aware that it had been followed on two or three occasions by judges of co-ordinate jurisdiction, but it had never been distinctly either followed or disapproved in the Court of Appeal. The general law had been very distinctly enunciated by Lord Hatherley, when Vice-Chancellor, in *Churton* v. *Douglas* (Joh. 174), to the effect that a man who has sold the goodwill of his business is not thereby prevented from carrying on business with the customers of the old firm, provided that he did not represent that his was the old business or that he was the successor in business of the old firm. In *Leggott* v. *Barrett* (L. R. 15 Ch. D. 306), the Court of Appeal, reversing a decision of Jessel, M.R., held that the injunction should not be extended to restrain actual dealing with customers of the old firm who chose to come to the defendant of their own free will, though any solicitation of their custom would be restrained. In *Walker* v. *Mottram* the matter again came before the Court of Appeal, and it was held that *Labouchere* v. *Dawson* could not be extended to the case of compulsory alienation—*e.g.*, when the assignees of a bankrupt sold his business and goodwill. Referring to what he said in *Walker* v. *Mottram*, and still holding the same view, his lordship did not think that *Labouchere* v. *Dawson*, which went beyond several of the previous decisions, was correctly decided. If the case rested on clause 1 only, he could not follow *Labouchere* v. *Dawson*, and should hold that there was no ground for restraining the defendant as in the second part of the order from which alone this appeal was brought. And, assuming that it was a sale of goodwill, clause 1 was materially modified by clause 3, which conferred on the defendant the right of carrying on business. Having regard to this clause, the defendant had done nothing which would justify the granting of the latter part of the injunction. But his lordship preferred to rest his decision on clause 1 only, giving full effect to his opinion that *Labouchere* v. *Dawson* was wrongly decided. COTTON, L.J., was also of opinion that the decision in *Labouchere* v. *Dawson* was wrong, having regard to the previous decisions of Lord Eldon. If a man, after selling his goodwill and business, might set up in the same business and say, without any deception, that he had been a member of the old firm, was not this an invitation to customers of the old firm to come and deal with him? He could not see where the line was to be drawn. If the vendor might advertise publicly, why might he not solicit business from the old customers by private letters? Though he had thought it right to express his opinion as to *Labouchere* v. *Dawson*, he might add that clause 3 showed what was in the mind of the parties when they entered into this contract, and he should say that the defendant, who was thereby authorised to carry on his business at such place as he thought fit, had only adopted what was a fair mode of carrying on business. LINDLEY, L.J., concurred in allowing the appeal. The agreement was not one between an ordinary vendor and a purchaser, but an agreement entered into for the purpose of settling disputes which had arisen between the parties. The effect of clause 3 was that, although the defendant had transferred the goodwill of the business of the old firm to the plaintiff, he was to be just as free to carry on business in his own name as if he had not sold anything. In his lordship's opinion, *Labouchere* v. *Dawson* was rightly decided. It extended the doctrine of the older cases; but he could not say that he thought the principle—which was that a man should not derogate from his own grant—was wrong. If the courts had extended the principle still further, and had said that a man who had sold his business and goodwill should not be allowed to start a rival business in opposition to his purchaser, it would, he thought, have been right, but the courts had not done so. But, be this as it might, upon the true construction of this agreement, *Labouchere* v. *Dawson* did not, in his opinion, apply, and he agreed in discharging so much of the order as had been appealed from.—COUNSEL, *Graham Hastings*, Q.C., and *Wm. Baker*; *Robinson*, Q.C., and *Mulligan*. SOLICITORS, *Burn & Berridge*; *Smiles*, *Binyon*, & *Ollard*.

DIVORCE—ALIMONY—ALIENABILITY—LUNACY OF HUSBAND—ORDER IN LUNACY FOR PAYMENT.—In a case of *In re Robinson*, before the Court of Lunacy on the 14th inst., the question arose whether alimony allowed by the Divorce Court to a married woman judicially separated from her husband is alienable. A wife had in 1861 obtained, after a separation, an order for permanent alimony to the extent of £60 a year. In 1865 the husband became a lunatic, and an order was made in lunacy for the payment, out of the lunatic's property, of the sum allowed as alimony. In 1883 the wife assigned her alimony for a lump sum of £200, and the assignee mortgaged it. A petition was now presented by the assignee and his mortgagee for payment of the alimony to them instead of to the wife. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) refused the application. BAGGALLAY, L.J., said that when a man was found lunatic the Court of Lunacy made an allowance for his wife and children in the nature of charity for their personal benefit. Perhaps the word charity was too strong—the allowance was for the maintenance of the wife and children, and the reason for it no longer existed if the annuity was no longer required for them. If it was alienated the object of the court could no longer be obtained, and the allowance ought not to be continued. As to alimony, the ecclesiastical court could vary, or diminish, or stop it, having regard to the position of the wife. If she came into property, and there was no necessity for the allowance, it would be stopped; and also, if the wife's conduct was not approved by the court, the court might discontinue or reduce it. If it had been necessary to answer the question whether alimony was alienable or not, he should have said it was not; but it was not necessary to decide the question, because it would be contrary to the practice in lunacy hitherto if the allowance which had been made for a wife were to be ordered to be paid to other persons. COTTON, L.J., said that, in his view, the question was raised whether alimony was alienable or not. He did not think it was property within the Divorce Act, which provided that, on a judicial separation, a wife should be considered a *feme sole* as to her property. But suppose it was, and assume she was entitled to her alimony for her separate use, still the nature of alimony was inconsistent with its being alienable. It might be compared to an officer's half-pay, which was inalienable. The same principle was applicable to both. The half-pay was to enable an officer to live so as to be ready at any time for service when called upon. Alimony was a sum, having regard to the means of husband and wife, which the court thought right to be paid for her maintenance from time to time, and the court might alter it from time to time. Alimony was not in the nature of property, but simply an allowance to provide for the daily maintenance of the wife. How far a married woman could dispose of arrears accrued due, or savings of her alimony, was a different matter. Here the question was whether she could deprive herself of it by anticipation, and his decision was that it was not assignable. He did not differ from Baggallay, L.J., as to the practice in lunacy, but he thought the order in lunacy was only to carry out the order for alimony, and did not put the assignee in any better position. LINDLEY, L.J., was of the same opinion. The question whether alimony was alienable had never been decided, but there were cases which tended to show that it was not. The old ecclesiastical courts had not enforced arrears for more than one year. It had been decided that alimony could not be laid hold of by creditors as if it were separate estate, and that alimony was not an annuity proveable in bankruptcy. Alimony was not property in its proper sense. It was an allowance like that of a husband to his wife, or of a father to his child.—COUNSEL, *Oswald*; *Malleson*. SOLICITORS, *G. & J. Vanderpump*; *Wadeson & Malleson*.

MARRIED WOMEN'S PROPERTY ACT, 1882, s. 5—RETROSPECTIVE EFFECT—HUSBAND AND WIFE—UNITY OF PERSON—GIFT BY WILL TO HUSBAND AND WIFE AND THIRD PERSON.—In a case of *Mander* v. *Harris*, before the Court of Appeal on the 15th inst., a question arose as to the retrospective operation of the Married Women's Property Act, 1882. A testatrix, by her will, executed in 1880, gave the residue of her real and personal estate to M., and H. and E., his wife, to and for their own use and benefit absolutely. The testatrix died in April, 1883, possessed only of personal estate. H. and his wife were married in 1864. The Married Women's Property Act, 1882, came into operation on the 1st of January, 1883. Chitty, J., held (L. R. 24 Ch. D. 222, 27 SOLICITORS' JOURNAL, 566) that, by the operation of the Act, the three legatees took as joint tenants in thirds, the wife taking one-third for her separate use. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) reversed this decision. LINDLEY, L.J., said that, the Act having come into operation between the execution of the will and the death of the testatrix, the question was what effect, if any, it had on the will. If the will had come into operation before the 1st of January, 1883, the residuary personal estate of the testatrix would have been divisible into moieties, and M. would have taken one moiety and H. and his wife the other moiety as one person. This was clear on the authorities. It was contended that the Act had altered the

law in this respect, and had the effect of giving the residuary legatees one-third share each. This was the view taken by Chitty, J. He came to the conclusion that, if the will had been made after the Act came into operation, that would have been the effect of the Act, and that it had the same effect, though the will was made before the Act came into operation, the testatrix having died afterwards. As to the effect of the Act on a will made after it came into operation, it was not necessary for their lordships to express any opinion, for they had to deal with a will made before it came into operation, and they confined their observations to a will so made. In applying the Act to wills made before it was passed, care must be taken not to make it operate retrospectively further than was unavoidable. There was no section in the Act, unless it was section 5, which required the court to construe a will made before the Act came into operation otherwise than it would have been construed if the Act had not been passed. Section 5 did not require this to be done, either in terms or by necessary implication. Section 5 provided for women married before the commencement of the Act, and by force of that section Mrs. H. was entitled to have and to hold and to dispose of in manner previously mentioned in the Act—*i.e.*, by deed or will—as her separate property, whatever accrued to her under the will. What did she acquire under the will? That depended on the proper construction of the will, and for the purposes of construction those rules which prevailed when the will was made, and with reference to which the will might be fairly presumed to have been framed, must be observed. The reasoning of Lord Selborne, C., in *Jones* v. *Ogle* (L. R. 8 Ch. 195), on this point appeared to be unanswerable, and their lordships did not regard *Haslock* v. *Podley* (L. R. 19 Eq. 271) as really inconsistent with this view. In that very case Jessel, M.R., said, "The Act [the Apportionment Act] does not affect the meaning of the will; it only alters its legal operation." The construction was not altered, though the legal effect might be different, as was pointed out by Fry, J., in *Constable* v. *Constable* (L. R. 11 Ch. D. 681). In the present case, as regarded the share given to M., their lordships were unable to distinguish the construction of the will from its legal effect. The testatrix by her will, construed as it would have been when she made it, gave M. one-half of her residuary estate. Their lordships could find nothing in the Act to alter this construction, or to diminish the share given to him. Neither did it enlarge or diminish the share given to Mr. and Mrs. H. But the Act had a very important effect on her interest in that share. The moiety given to her and her husband was, in effect, given to her and him as joint tenants as if she were unmarried. Practically, therefore, M. would take one-half; H. would take one-fourth, and Mrs. H. would take one-fourth for her separate use. This, their lordships thought, was the necessary consequence of section 5, but they could not construe it as having any other operation on this will. In this respect the decision of Chitty, J., was erroneous. COTTON, L.J., was of the same opinion. He only wished to state more fully that the rule applicable to the case was a rule of construction, not a rule of law; it was a rule laid down with reference to the state of the law at the time when it was established. It would be material to remember this when the effect of the Act upon a will executed after it came into operation had to be considered. His lordship wished the question of that effect to be left entirely open for consideration when it should really arise. Apparently the intention of the Act was not to alter the rights of any one except those of husband and wife *inter se*. How it would affect a case like the present, if the will had been executed after the Act came into operation, must be considered when the question arose. BAGGALLAY, L.J., entirely agreed in the judgment of Lindley, L.J., and he did not dissent from the observations of Cotton, L.J.—COUNSEL, *Ince*, Q.C., and *Bardswell*; *Macnaghten*, Q.C., and *R. F. Norton*. SOLICITORS, *Burton, Yeates, & Hart*; *F. FitzPayne*.

RES JUDICATA—INJURY BY ONE ACT TO PROPERTY AND PERSON—RIGHT TO BRING SEPARATE ACTION.—In the case of *Brunsden* v. *Humphrey*, in the Court of Appeal No. 1, on the 12th inst., the question was whether the plaintiff could maintain an action for injury caused to his person by the negligence of the defendant's servant, of which injury the plaintiff was ignorant at the time when he had previously brought an action and recovered damages in respect of injury caused to his property by the same act of negligence. In 1881 the defendant's servant negligently drove a van so that it came into collision with and injured the cab which the plaintiff was driving. Thereupon the plaintiff sued the defendant in the county court, and recovered damages for an injury to the cab. Subsequently, in 1882, the plaintiff sued the defendant for compensation for personal injuries which he had sustained when the damage was caused to the cab, but of which he alleged he was ignorant at the time when he brought the action in the county court. Judgment was entered for the plaintiff for £350, but was set aside; and judgment was entered for the defendant by Pollock, B., and Lopes, J., who were of opinion that damages for personal injury might have been recovered in the first action, and, therefore, the second action was barred (see report L. R. 11 Q. B. D. 712). The plaintiff appealed. The appeal was argued on the 5th of February, before Lord Coleridge, C.J., Brett, M.R., and Bowen, L.J., and judgment was reserved. On July 12 Brett, M.R., and Bowen, L.J., gave judgment allowing the appeal, Lord Coleridge, C.J., dissenting. BRETT, M.R., said the question was as to what was the cause of action, for, when there is but one cause of action, a plaintiff must, when he first brings his action, recover all damages to which he is entitled in respect of that cause of action. When that rule is applied to cases where the damage is not known at the time of the first action, but developes itself afterwards, the rule is a harsh one, which, if it was to be established for the first time, would not have his lordship's concurrence. The rule was founded on the maxim that it is for the benefit of the State that the litigation of individuals should come to an end, a maxim which, the more it was looked at, the less true it became. In the cases of undeveloped injury, the maxim was not only untrue, but unjust. The cause of action in the first action was the negligence which caused appreciable damage to the plaintiff's cab. In the old days of strict pleading, the plaintiff, if he relied upon that, could not have given evidence of injury to his person. The cause of action was in respect of a right of property. But, in the second action, the action was in respect of the injury to the right which the plaintiff had to have his person unmolested. If no appreciable injury to the person had been caused, there would have been no cause of action. It was, therefore, clear that the cause of action was the negligent driving and the injury caused thereby to the plaintiff's person. That was a distinct cause of action from the one in the first action, and, therefore, the plaintiff was entitled to succeed. BOWEN, L.J., gave judgment to the same effect. Lord COLERIDGE, C.J., in dissenting, said that it appeared to him that, whether the negligence of the servant or the impact of the vehicle which the servant drove was the cause of action, equally the cause was one and the same; that the injury done to the plaintiff was injury done to him at one and the same moment by one and the same act, in respect of different rights, to his person and his goods, his lordship did not in the least deny; but it seemed to him a subtlety not warranted by law to hold that a man cannot bring two actions if he is injured in his arm or in his leg, but can bring two if, besides his arm and leg being injured, his trousers, which contain his leg, and his coat-sleeve, which contains his arm, have been torn. The consequences of holding that were so serious, and might be very probably so oppressive, that his lordship at least felt bound respectfully to dissent from a judgment which established it.—COUNSEL, *Waddy*, Q.C., and *Crispe*; *Murphy*, Q.C., and *Hannen*. SOLICITORS, *Noon & Clarke*; *Arkcoll & Cockell*.

MARRIED WOMAN—SEPARATE PROPERTY—REVERSIONARY INTERESTS—THE MARRIED WOMEN'S PROPERTY ACT, 1882, s. 5—MALINS' ACT (20 & 21 VICT. c. 57).—In the case of *Baynton* v. *Collins*, before Chitty, J., on the 12th inst., the tenant for life of a fund in court, having died, a petition for payment out was presented by those entitled in remainder, two of whom were married women, married before the Married Women's Property Act, 1882, and at the date of the Act entitled to share in the fund on the death of the tenant for life, and the question arose whether such married women were entitled to have their shares paid out on their separate receipt by virtue of the Married Women's Property Act, 1882, s. 5, which provides that every woman married before the commencement of the Act shall be entitled to have and to hold, and to dispose of as her separate property, all real and personal property, her title to which, whether vested or contingent, and whether in possession, reversion, or remainder, shall accrue after the commencement of the Act. CHITTY, J., said that if the section meant only to refer to cases of title accruing subsequently to the date of the Act, he failed to see why the words "whether vested or contingent and whether in possession, reversion, or remainder," should all have been used. There were five kinds of title mentioned, and if any of them accrued after the date of the Act it came within the section. The fair meaning to be attributed to the words, "the title to which shall accrue due after the commencement of the Act" when referring to a title in reversion or remainder, was "accrue due in possession." He held that the title which was in reversion or remainder at the commencement of the Act, and which had since come into possession, was within the Act. A further effect of the section, and probably one of its objects, was to enable married women to deal with their reversionary interests without the aid of Malins' Act. The married women were entitled to receive their shares of the fund in court on their separate receipt.—COUNSEL, *Whitehorne*, Q.C., and *P. A. Kingdon*. SOLICITORS, *Bridges, Sawtell, Heywood, Ram, & Dibdin*.

RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. c. 127, s. 4)—APPOINTMENT OF SECRETARY AND DIRECTORS OF RAILWAY COMPANY AS RECEIVER AND MANAGERS—PAYMENT OF SALARY.—In the case of *In re The Cambrian Railway Company*, before CHITTY, J., on the 12th inst., a petition having been presented by the National Provincial Banking Company, unsatisfied judgment creditors of the railway company, for £20,000, an order was made with the consent of the company, and, there being no other creditors, except holders of stock and preferential charges, appointing the secretary of the railway company as receiver without salary and security, and the directors as managers without salary, with directions that such receiver pay directors' and secretary's fees and remuneration as outgoings until further orders, with liberty to any person interested to apply as to security or salary. *In re Manchester and Milford Railway Company, Ex parte Cambrian Railway Company* (L. R. 14 Ch. D. 645), was referred to.—COUNSEL, *P. Beale*; *Sir Arthur Watson*. SOLICITORS, *Le Brasseur & Oakley*, for *C. H. Corfield*, Oswestry; *Wilde, Berger, & Moore*.

LIMITED COMPANY—PETITION FOR REDUCTION OF CAPITAL—AFFIDAVIT IN SUPPORT OF PETITION.—In the case of *In re The Mains Manufacturing Company (Limited)*, a petition for confirmation by the court of resolutions of the company for reduction of capital by writing off losses and expenditure, it appeared that the sole evidence in support of the petition was an affidavit by the chairman of the company in mere verification of the statements in the petition, following the practice under General Orders, Nov., 1862, r. 4, with respect to statutory affidavit supporting a winding-up petition. CHITTY, J., said that the affidavit was sufficient.—COUNSEL, *W. B. Heath*. SOLICITORS, *Philps, Sidgwick, & Biddle*.

PRACTICE—PAYMENT INTO COURT—ADMISSIONS.—In the case of *Hampden* v. *Wallis*, before Chitty, J., on the 14th inst., a motion was made for an

order directing the defendant, C. W. Wallis, to pay into court sums received by him as trustee of a marriage settlement. It appeared that the action was one brought by the *cestuis que trustent* against the defendant as sole trustee of the settlement for an account, and that the defendant, before the institution of the writ, being pressed by letter to account for the trust moneys, had written in reply letters, which were deemed by the court to be tantamount to admissions by the defendant of his having received the sums to be accounted for. Another admission relied upon by the plaintiffs was the recital of transfer contained in the deed of settlement executed by the defendant. And there was an affidavit showing that he had accepted the trust. The defendant had been ordered to deliver accounts, and, having failed, an order for his attachment for disobedience had been obtained, but he had evaded arrest. He had also failed to comply with an order of inspection, and his defence had been struck out. Counsel for the defendant submitted that the letters having been written before action brought were not sufficient as admissions to support an order for payment into court, and that any such admissions must be admissions in the proceedings. CHITTY, J., said that no doubt the old practice was that, unless the admission of having received the money was contained in the answer, no order to pay it into court would be made. The old practice, however, had been modified. In the case of *Dunn* v. *Campbell* (Jessel, M.R., Jan., 1879), being a case of a partnership action, it appeared that Campbell before action brought (the partnership then already being in dissolution) had delivered accounts showing a large balance in his own favour. Jessel, M.R., upon motion made for payment into court of the balance, looked at the accounts, and, rejecting various items, held that the balance was against Campbell, and made an order for payment into court of the deficit, holding that it was no longer necessary that the admissions should be found in the pleadings or affidavits, but that it was quite sufficient that admissions could be found. An appeal was lodged, but was never heard. That decision must be said to be binding. Moreover, in *Freeman* v. *Cox* (26 W. R. 689, L. R. 8 Ch. D. 196), it was held that an affidavit to the effect that the defendant had received the money, if uncontradicted by the defendant, was a sufficient foundation for an order. In the present case there had also been an order for accounts, which brought it within the principle of the decision of the Appeal Court in *London Syndicate* v. *Lord* (26 W. R. 427, L. R. 8 Ch. D. 84), which proceeded on the ground that, after a decree, the rule always was that it was sufficient if there was a probability amounting to a reasonable certainty of not less than a certain amount being due. No distinction could be drawn between a decree for an account and an order for account made before decree or judgment, and it was therefore sufficient if the court thought that there was strong probability of a balance being found due from the defendant. Finally, as the defendant's defence had been struck out, the allegations in the statement of claim as to the defendants being accountable for the money must be taken to be uncontradicted, and, therefore, as admitted. The order asked for would be made.—COUNSEL, *Whitehorne*, Q.C., and *Tremlett*; *Oswald*. SOLICITORS, *Eardley, Holt, & Richardson*; *Eldred & Bignold*.

MARRIED WOMAN—ELECTION—RESTRAINT—ANTICIPATION.—In the case of *H. Wheatley, deceased, and M. Wheatley, deceased, Smith* v. *Spence*, before Chitty, J., on the 14th inst., the question arose whether a married woman, entitled under a will to certain property for life, with restraint upon anticipation, could be put to her election. It appeared that the testatrix, Maria Wheatley, being donee of a power of appointment amongst the children of J. Wheatley, by her will and codicils exercised such power in favour of persons objects of the power, and also in favour of persons not objects of the power; and gave to two of the appointed children, who were married women, certain property of her own, for life, without restraint on anticipation. CHITTY, J., said that, to hold that the appointees should elect would be inconsistent with the will itself. The case was distinguishable from that of *Willoughby* v. *Middleton* (10 W. R. 460, 2 J. & H. 344), because the restraint on anticipation was here imposed by the same instrument as that which gave rise to the question of election. Moreover, the question seemed to have been determined against any election in *Smith* v. *Lucas* (30 W. R. 461, L. R. 18 Ch. D. 354), which case again appeared to have been affirmed in *Cahill* v. *Cahill* (31 W. R. 861, p. 862, L. R. 8 App. Cas. 420, p. 427). The married women, therefore, could not, as regards their life interests, with restraint on anticipation, be put to their election.—COUNSEL, *Romer*, Q.C., and *Medd*; *Macnaghten*, Q.C., and *W. G. Robinson*; *Ince*, Q.C.; *P. H. Lawrence* and *Brinton*. SOLICITORS, *Maples & Teesdale*, for *Liesch, Dodd, & Bramwell*, North Shields; *S. W. Johnson & Son*, for *H. A. Adamson*, North Shields; *Redpath & Holdsworth*; *Chester, Mayhew, Broome, & Griffiths*.

TRUSTEE ACT, 1850, s. 10—PERSON "SEISED JOINTLY"—TRUST ESTATE VESTED IN CO-PARCENERS.—In a case of *In re Greenwood's Trusts*, before Pearson, J., on the 14th inst., a question arose upon the construction of section 10 of the Trustee Act, 1850, which provides that "when any person or persons shall be seised or possessed of any lands jointly with a person out of the jurisdiction of the Court of Chancery, or who cannot be found, it shall be lawful for the said court to make an order vesting the lands in the person or persons so jointly seised or possessed, or in such last-mentioned person or persons, together with any other person or persons, in such manner and for such estate as the said court shall direct." A sole trustee of copyhold lands had died intestate as to trust estates, leaving two co-heiresses according to the custom of the manor of which the lands were held. One of the co-heiresses was dead, leaving a customary heir who was permanently resident in Australia. The *cestuis que trustent* petitioned for the appointment of new trustees and for a vesting order, and the question was whether the surviving co-heiress and the heir of the deceased co-heiress were "seised jointly" of the land within the meaning of section 10. The question was discussed whether co-parceners are jointly seised, or whether each is solely seised. But PEARSON, J., held that the words "seised jointly" in section 10 are not used in the strict sense of a legal joint tenancy, but in the widest possible sense, and that they would include the case of co-parceners, whether their seizin was strictly joint or sole. He accordingly made the order asked for.—COUNSEL, *Carson*. SOLICITORS, *Paines, Layton, & Pollock*.

SOLICITOR—MISAPPROPRIATION OF SECURITIES—IMPRISONMENT—RELEASE FROM CUSTODY — DEBTORS ACT, 1869. — In a case of *In re Parnell*, before Pearson, J., on the 11th inst., an application was made to the court for the release from custody of a solicitor, who had been committed to prison in June for non-payment of the value of some securities which had been placed in his hands by the trustees of a settlement, and which he had misappropriated. The application was made on the ground that the prisoner had no means of paying the money, and it was admitted by the counsel for the trustees that there was no possibility of obtaining any money by keeping the debtor in prison. PEARSON, J., said that he had no power, sitting in the Chancery Division, to inflict punishment on the debtor. The Legislature had thought fit to abolish imprisonment for debt. If by keeping the debtor in prison restitution of the money might be obtained, or if he were concealing the place where the money was deposited, his lordship would certainly not order his release, but, it being admitted that no good would result to the trustees by his being kept any longer in prison, he must be released.—COUNSEL, *Oswald*; *C. H. Turner*. SOLICITORS, *E. W. Peto*; *W. E. Ruddle*.

INFANT—NECESSARIES—EVIDENCE THAT INFANT WAS SUPPLIED WITH SIMILAR ARTICLES.—In the case of *Baines & Co.* v. *Toye*, which came before a divisional court (FIELD, MANISTY, and LOPES, JJ.) on the 3rd inst., a motion was made on behalf of the defendant for a new trial, on the ground of misdirection and improper rejection of evidence. The plaintiffs were tailors, and the action was brought to recover £22 18s. 6d., the price of certain articles of clothing supplied by them to the defendant. The defendant pleaded infancy, and the plaintiffs in their reply alleged that the articles supplied were "necessaries." The action was tried before A. L. Smith, J., and a jury, when it was proved that the defendant was an infant at the time the articles were supplied to him. Evidence was offered on the part of the defendant to show that at the time the clothes in question were ordered by, and supplied to, him, he was sufficiently supplied with articles of a similar description, but this fact was not communicated to the plaintiffs. The judge refused to allow this evidence to go to the jury, as it was not proposed to show that the plaintiffs knew of it, and left the case to the jury in these terms:—"Were the goods necessaries? You are not to take into consideration the amount of clothes the defendant had at the time, as this was not communicated to the plaintiffs." The jury found a verdict for the plaintiffs. In rejecting this evidence the judge acted on the authority of *Ryder* v. *Wombwell* (16 W. R. 515, L. R. 3 Ex. 90), in the Court of Exchequer, where the court held (Bramwell, B., dissenting) that such evidence was properly rejected. That case was carried to the Exchequer Chamber (17 W. R. 167, L. R. 4 Ex. 32), where the decision went upon another ground, and so it was unnecessary to decide this question; but the court said that the question was one of some nicety, and the authorities were not uniform, and that "if ever the point again arises, the court before which it comes must determine it on the balance of authority and on principle, without being fettered by a decision of this court." The question, then, being expressly left open by the Court of Exchequer Chamber in the case last cited, the Divisional Court in the present case refused to follow the decision of the Court of Exchequer in *Ryder* v. *Wombwell*, and held, upon the authority of *Bainbridge* v. *Pickering* (2 W. Bl. 1325), *Brayshaw* v. *Eaton* (7 Scott, 183), and *Foster* v. *Redgrave* (L. R. 4 Ex. 35n), that the evidence ought to have been left to the jury, notwithstanding that the plaintiffs were unaware of the fact at the time, and that it was for the jury to take this evidence into consideration in determining whether the clothes supplied by the plaintiffs were "necessaries" or not.—COUNSEL, *T. J. Bullen*; *W. P. A. Archibald*. SOLICITORS, *T. R. Watson*; *J. Lake Blaxland*.

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Before HUDDLESTON, B., and HAWKINS, J.)

July 14.—*In the Matter of Henry Holland, a Solicitor.*

This was an application to strike a solicitor off the roll under these circumstances. He had been employed by a client to recover a debt, for which, on the 10th of June, 1881, he recovered judgment; and by instalments he received, between the 2nd of September, 1881, and the 1st of May, 1882, the sum of £42 15s. 4d. The client applied to him for money, and he said that "he could get no money" from the debtor, nor did the client discover until the 3rd of August, 1883, that it had been received. Repeated applications were made without effect, the solicitor claiming his costs, and not having for some time sent in his bill, but which was ultimately taxed at £26, leaving about £15 still due to the client. Under these circumstances the application was made to the court, and applicant, in his

affidavit, had stated that when before July, 1882, he applied to the solicitor for an account he admitted having received the money, and it also appeared that the solicitor had given a cheque for part of the money (£10), though it had not been paid. The matter, however, having been referred to the master for inquiry, he had reported against the solicitor. The matter now came before the court.

Merton Daniel appeared for the applicant.

Candy appeared for the solicitor, urging that the cheque and the affidavit of the applicant showed that the solicitor had not denied the receipt of the money, the only serious matter charged against him.

The COURT, after a great deal of consideration, came to the conclusion that, though the conduct of the solicitor had been very reprehensible, yet that justice would be sufficiently vindicated by suspending the solicitor for a year, throwing all the costs upon him, and ordering him at once to pay the money—observing, however, that this was a very lenient course. —*Times*.

[An appeal from the above decision is pending.]

COUNTY COURTS.

MANCHESTER.

(Before Mr. J. A. RUSSELL, Q.C., Judge).

July 5.—*Manchester Commercial Building Company (Limited)* v. *Dibb*.

This was an action against Mr. C. J. Dibb, the official receiver in bankruptcy for the Manchester and Salford district, for an alleged illegal removal.

S. Taylor was counsel for the plaintiffs, and *Dr. Pankhurst* for the defendant.

Taylor said that, on the 9th of February, there was an adjudication and receiving order made in the matter of a Mr. Maclean, who at that time was a tenant of the plaintiffs, of some offices in Cross-street, Manchester. There was due at the December quarter £25 for rent, and by the agreement of the tenancy, the plaintiffs had power to demand a quarter's rent in advance. Mr. Dibb, as official receiver, became lessee of the premises, and on the 7th of February, at a meeting between Mr. Dibb, the debtor, Mr. Jones, solicitor, and another gentleman, named Mr. Handley, the question of the rent was gone into, Mr. Dibb being then informed that the December quarter's rent was due, and that a further quarter's rent might become due upon demand. Mr. Dibb took possession of the premises, and subsequently ordered the removal of a quantity of furniture, with the object, as was alleged, of preventing a distress. In doing this it was contended that he had acted illegally, and the present action was therefore instituted. In defence, Mr. Dibb stated that prior to the removal of the furniture he never understood that any rent was actually owing. He was only informed that the rent was owing on the private house of the debtor, which he immediately paid. Had he known that rent was actually due for the offices, he either would have allowed the furniture to remain, or paid what was owing. His object in removing the goods was to try the question whether the landlord had power to distrain for rent which it was said could be claimed in advance. The furniture was not sold, nor had he had any intention of selling it.

His HONOUR said that he had no hesitation in saying that at the time the removal took place Mr. Dibb did not know, nor had he present in his mind, the fact that rent was actually due. The removal, his Honour believed, was for the purpose of testing whether the landlord could claim for rent demanded in advance; it was not a fraudulent removal, and the action would therefore be dismissed.

Verdict accordingly.

COSTS UNDER THE NEW BANKRUPTCY ACT.

WE learn from a report in a country paper that on Saturday the judge of the Derbyshire County Court referred to an unfortunate matter in connection with the new Bankruptcy Act. He said he did not wish to say a word against the Act, as it seemed a most business-like law, and likely to get rid of the crying evils under the old system. But the payments allowed to solicitors were of the lowest possible scale; in ordinary cases not being sufficient to even pay solicitors' clerks for the services they had to render. The consequence was that solicitors were unwilling to undertake bankruptcy business, and both debtors and courts were deprived of the valuable assistance which the legal profession could give. The costs were unequally divided, for auctioneers, who merely had to dispose of goods and chattels, received a liberal allowance, while members of a learned profession, who had to study a matter carefully before any steps were taken, were inadequately remunerated. The attention of the Board of Trade could hardly have been called to this matter, and it was a great pity that a law which was admirably drawn, and which in its main provisions was well calculated to prevent fraudulent bankruptcies and to secure creditors, should have an influential body like solicitors hostile to it.

The Lord Chancellor on the 11th inst. introduced a Bill into the House of Lords to reverse the law as to building societies laid down in the recent decision of the House of Lords in *Municipal Permanent Investment Building Society* v. *Kent*, on which we commented *ante*, p. 574.

SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL MEETING.

The annual general meeting of the Incorporated Law Society was held at the society's hall, Chancery-lane, on Friday, the 11th inst., the president, Mr. E. J. BRISTOW, taking the chair. There was a good attendance of members.

ELECTION OF MEMBERS OF THE COUNCIL.

The PRESIDENT said that the number of ordinary members of the council was forty, and of that number, by an unwritten law, they had been accustomed to have ten members elected from solicitors in the country. In addition to the forty ordinary members there were also ten extraordinary members selected from amongst the presidents of the various country law societies, so that the country members were represented by twenty out of the fifty on the council. Ever since 1871 or 1872, when the new order of things came into force, it had been usual, whenever a country vacancy occurred, to fill it up with a country member in order to preserve the proper proportion. It was found that it was very important to preserve this proportion, because the council constantly had before them questions which affected the country practitioners, and as to which the country members of the council could give information and assistance, and to those members the society were very much indebted. The members of the society would have to-day to fill up ten vacancies occasioned by the retirement in rotation of ten ordinary members of the council, and to fill up one country vacancy occasioned by the death of the late Mr. Eaden, of Cambridge. It had always been considered a great honour, as it was a great responsibility, to act as a member of the council. It was therefore that the ten gentlemen who had to retire by rotation in accordance with the charter and bye-laws offered themselves for re-election. These gentlemen had served on the council for a considerable time, they had made themselves thoroughly acquainted with the business of the council, and he believed they had secured for themselves that respect and esteem which he hoped they only shared in common with all the rest of the council. He was a little sorry to find from a document which had been put into his hands just now that there was one member of the society who had thought it right to speak of "the oppressive rule of the council," of the council's acts of injustice towards the members, of "its grave neglects, misdoings, injustice, obstinacy, and tyranny as a corporate body." He (the president) would like to ask the members of the society whether they thought the council were deserving of these epithets. [Mr. J. R. MACARTHUR: Every one of them, Sir.] He would like to take this document of Mr. Macarthur's in one hand and to take in the other the notices they had received of the nomination of members of the council, and to ask whether this was not a perfect answer to the charges which had been brought against them by Mr. Macarthur. It was clear to his mind that the members of the society generally did not distrust the council whom they had chosen. They did not distrust the ten gentlemen coming up for re-election to-day, and they did not propose to nominate ten gentlemen to take their places. The only gentleman who had been nominated in addition was Mr. Macarthur, and he had been nominated by two gentlemen whom—if he (the president) might borrow the expression used by Mr. Macarthur in his pamphlet—he might be permitted to term his henchmen. It was Mr. Macarthur's expression and not his. He hoped he should say nothing discourteous to Mr. Macarthur, but he had felt somewhat grieved, and he thought the council also had experienced this feeling, that a member of the society should have issued such a document as that which had been published by Mr. Macarthur, and that such a document should have been circulated amongst the members by a gentleman who professed to have the interest of the society at heart. The decision to-day must of course rest entirely with the members of the society whether they sent Mr. Macarthur to sit at the council table or not. If they should do so he promised Mr. Macarthur certainly a courteous reception, and such an amount of hard work as should make him so change his opinions about them that he had very little doubt that if next year they desired to have something like a little praise instead of all this abuse they might safely leave the preparation of a complimentary paragraph to the facile pen and altered impressions of the latest member of their council.

The names of the candidates for the vacancies on the council were then formally proposed and seconded as follows:—* Mr. Henry Skrine Law Hussey; * Mr. Benjamin Greene Lake; Mr. Henry Wing; * Mr. Barnard Platts Broomhead; * Mr. John Moxon Clabon; Mr. Henry Holland Burne; Mr. Charles Berkeley Margetts; * Mr. Frederick Halsey Janson; * Mr. William Alfred Jevons; * Mr. Henry Markby; * Mr. Lewis Fry, M.P.; * Mr. Thomas Marshall; Mr. James Robert Macarthur; * Mr. Frederic Parker Morrell. The candidates whose names are marked thus (*) go out of office by rotation.

Mr MELVILL GREEN asked whether the country candidates were put up in opposition to each other, and was there any desire to replace Mr. Fry, of Bristol, Mr. Marshall, of Leeds, or Mr. Broomhead, of Sheffield.

The PRESIDENT said there were fourteen candidates for eleven vacancies, and of course the highest numbers would be returned as members. As the number of candidates was greater than the number of vacancies a poll would be necessary, and he adjourned the meeting for the purpose of receiving the report of the scrutineers until August 6. The following gentlemen were appointed as scrutineers:—Mr. Harting, Mr. Wilmer, Mr. Rance, Mr. O. Leefe, and Mr. Lodge.

Mr. Cornelius Thomas Saunders, of Birmingham, and Mr. Henry Roscoe, of 36, Lincoln's-inn-fields, were next elected president and vice-

president of the society for the ensuing year, and Mr. Ernest Edward Lake, Mr. Theodore Thorowgood, and Mr. Joseph Henry Schroder were appointed auditors.

THE ACCOUNTS.

The PRESIDENT moved the adoption of the account of receipts and disbursements for the year ending 31st December, 1883, which had been printed and circulated amongst the members, remarking, with regard to one item, "Arrears of subscriptions of members, £126," that this was simply an estimated amount, as some of the members died, and from others the society were unable to obtain their arrears. He was glad to be able to state that on the whole the accounts were satisfactory. It was satisfactory because, despite a constant tendency towards increased expenditure in all matters connected with the educational part of their duties, they had nevertheless been able, not only to hold their way this year, but to pay off a large amount of expenses, and further to have in prospect such an income during the coming half-year as would enable them to make a substantial reduction in the mortgage debt. Several questions had been sent to the council with regard to the accounts by Mr. Phillimore and Mr. Macarthur. Mr. Phillimore had most courteously and properly sent them a full statement of the matters upon which he desired information, and he had made one or two suggestions as to alterations which would be considered in the future. It was impossible to avoid including a number of details in some of the items which could not be fully set out, but the accounts were always open to the inspection of the members, and they would be most happy to answer any inquiries with reference to them. But it was impossible that they could expand their printed statement to any very great extent without running the risk of becoming obscure from the very multitude and largeness of the information they would be supplying. Information had been asked for with regard to the following item in the disbursements:—"Architect for preparing plans for proposed new buildings, £578 15s. 7d.;" and also the following:—"Fees for negotiating purchase of tenant's interest in Nos. 100, 101, and 102, Chancery-lane, £52 10s." The first item had also been criticised by Mr. C. Ford, who had written to the secretary asking for information. He had been informed that the late Mr. Somers Clark was the architect referred to, and that the proposed buildings were to have been erected on the site of the three houses adjoining the building which belonged to the society, but were now in the occupation of tenants, but the proposal had been abandoned for the present on account of the negotiations falling through. The new buildings would have afforded greatly increased accommodation to the members. With regard to the second, the council found, although they had engaged a very able man to negotiate for them with regard to purchasing the tenant's interest referred to, that there were such difficulties in the way, and the price altogether was such, that for the moment they were obliged to abandon the intention of acquiring them. This work had been done in 1881, and the gentleman intrusted with it had since died; his executors had sent in the account, and it thus appeared in the present statement.

Mr. MACARTHUR asked whether two-thirds of the new buildings for which plans had been prepared were not wanted for the purposes of the club?

The PRESIDENT replied that whereas by the new plans the council took away the strangers' room and a portion of the premises of the existing club, a small part of the new premises was to be given to them in return. The accommodation they were to receive was much less than that which was to be given up. A question had also been asked with regard to the item, "On account of Contract for new Lavatory, £500," and in reference to this those members who had seen the new lavatory would doubtless be satisfied with the excellent arrangement which had been made. Mr. Phillimore had asked whether this was the whole amount due, and in reply he might state that they had to make a further payment of £250, which would be done during the present year. He then asked for what purpose it was proposed to enter into the contract for the new buildings. There had been no contract for new buildings at all, but the intention was to have given increased accommodation to the members, and the accommodation to be given had been set out in the secretary's letter to Mr. Ford. Then Mr. Phillimore had asked a question with regard to the item, "Painting and Cleaning Buildings and Plumbers' Work, &c., £333 15s. 9d." He was one of the gentlemen who was always very watchful over the interests of the club, and he had asked whether the council had been expending any portion of that money upon the club rooms, and they had replied that they had not. There was another item, "Furniture and Fixtures, £344 0s. 8d.," and Mr. Phillimore had objected that that looked a large sum. But the members knew that theirs were very large premises, and there was a great deal of furniture in them, and this was absolutely the sum which had been expended in renewal of furniture and renewal of fixtures. Then came the item, "House Expenses:—Gas, £404 14s.; Coals and Wood, £79 3s.; Servants' Liveries, £127; Sundry Bills, £423 0s. 6d.; total, £1,033 17s. 6d." Mr. Phillimore said this was a large sum, and asked what it was for. It included all sorts of payments, and he (the president) would give them some of them. They paid £100 a year for cleaning the windows and furniture; £40 for medical attendance on servants; £20 for cleaning the several flues; and nearly £40 for washing the members' towels in the new lavatory. Then there was the item, "Voluntary Subscriptions, £59 17s.," and Mr. Phillimore asked a question with regard to these. They were subscriptions to the hospital and dispensary of the district in which the hall was situated. He was sure Mr. Phillimore would not find fault with that. Then came the item, "Examination, Registration, Lecture, and Law Class Expenses, including £2,964 0s. 11d. Fees paid to Examiners and Lecturers, and £1,191 16s. 7d. Costs of Purchase of and Expense of Circulating Rules of Court, &c., and Stationery Expenses connected with Examinations and Registrars' Certificates, £5,931 8s. 9d.," and Mr. Phillimore had made a note in the statement he had sent to the council that these ought to be distinguished. If the members would turn to the accounts for 1883 they would find that this year the information had been very much extended by giving nearly all the large items referred to in it. For instance, they had put down that the cost of the examination and other expenses was £2,964 0s. 11d., and had given other details which, put together, made £4,155 17s. 6d. out of the £5,931 8s. 9d. The remainder was made up of a number of petty disbursements and expenses, which he was sure it would not be profitable for him to attempt to go into; but, of course, any gentleman who wished to see the accounts in detail could always do so. Then there was an item, "Information from Offices, Postages and Sundries, including Expenses at the Annual Provincial Meeting at Bath, and £525 for Portrait of Sir Thomas Paine, £1,182 2s. 8d." This item included upwards of £400 for the society's petty disbursements, in which the expenses of the annual provincial meeting at Bath appeared for upwards of £100. The £525 for the portrait of Sir Thomas Paine was an expense which he was sure was most willingly undertaken with the sanction of the members, not only because it perpetuated the remembrance of an exceedingly able and most genial president, not only because it commemorated a very great event in their legal annals, but partly also to record the gratifying circumstance, gratifying to all of them as solicitors—namely, that on an occasion of the distribution of honours the society had shared equally with the representatives of the bar and the inns of court. He had never heard that any member had regarded that expense as objectionable. Mr. Phillimore had further asked a question as to the costs received from offending solicitors. If they would turn to one of the pages of the report they would find the following paragraph:—"The council have taken proceedings before the magistrates in several cases of unqualified persons practising as solicitors; two after apology have been ordered to pay the costs of the proceedings against them, and in many others the penalties incurred have been imposed." These costs really appeared in the item "Law and Parliamentary Expenses," and credit had been taken for the various amounts—not very great—which had been received in this respect. Some objection had been taken to this way of putting it in the account, and the council would endeavour to see whether next year they could not meet the objection. And now there were some other objections which had been taken by Mr. Macarthur to the accounts; but although he might be very proficient in literary composition, he (the president) was afraid he should have to show that he was not much of an accountant. Mr. Macarthur had taken the statement and account of assets in the account of 1882 relating to the arrears of subscriptions, which, as he (the president) had stated before, was necessarily a matter of estimate. He had then subtracted from this estimate the amount actually realized and carried into the balanced account of receipts for the year 1883, and that showed a difference between the estimated amount of 1882 and the actual realized figures of 1883 of £51. Then, says Mr. Macarthur, "This £51 is clearly a matter which ought to have appeared in the account." It had dropped out of the accounts, and, as Mr. Macarthur said, it opened the door to all sorts of peculations if they were to allow sums of £50 to drop out of the annual accounts without giving any explanation. It appeared to him (the president) that Mr. Macarthur had forgotten the distinction to be drawn between mere estimated amounts and actual realized figures, and that really was the mistake into which he had fallen. It was clear that there was no £51, and the answer the council had given him was that the £51 represented unpaid subscriptions of members who had, since the year 1882, been ascertained to have died or left the country, or who had been excluded from the society. It did not affect the actual cash which reached the society, which always found its way into its right place in the account of receipts and disbursements. The next allegation of Mr. Macarthur he was obliged to go into, because Mr. Macarthur had printed it and circulated it, and they had all paid their twopences and got it. Therefore he must refer to it. Mr. Macarthur said their accounts were in a worse position than they were last year, because the balance of liabilities and assets was more now than then; but he thought they would find that this increase of liabilities was rather apparent than real. Now, if Mr. Macarthur had fairly dealt with their account of 1883, he would have found upon the disbursement side a great number of items which might fairly account for the diminution in the balance at the bankers, and in various ways, such as their valuable assets, not in the shape of cash, but which nevertheless ought, in all fairness, to be treated as assets. For instance, the plans prepared for the new buildings cost £578 15s. 7d. The society had these and they were an asset, valuable whenever they were able to obtain the tenants' interest in the adjoining houses and go on building. Another asset was the £500 for the new lavatory. Surely the building was improved to the extent of that £500, and they had the asset. Then there was the portrait of Sir Thos. Paine. Was not that an asset? If they took only those three figures they at once got rid of all the balance against them which Mr. Macarthur had been talking about. But they should recollect that their account was improved by—he could not call it exactly an asset, perhaps—but they closed the account of 1882 and began 1883 with something unascertained, but, nevertheless, a large sum owing as costs to the solicitors who represented the society against the law stationers in the recent action, and some of the stationers' costs also. What had the council done? They had paid back nearly £2,000 this year. That was clearly an improvement in the position of the society, although he would not exactly speak of it as being an asset. Well, the last serious item in Mr. Macarthur's charge was that relating to the amount which had been received by the council for articled clerks' subscriptions, final examination fees, registrars' certificates, and so on, amounting to £14,877. And then he stated, copying the item of the society's account, that they paid out for examination

and other matters detailed there £5,931, leaving a splendid balance of £8,946. Then Mr. Macarthur very emphatically asked the council what they had done with all this, and he went on to answer the question. Yes, he answered the question, and quoted Shakespeare against the council; but, unfortunately, he had not quoted correctly. He (the president) happened to look the passage up, and found that Mr. Macarthur was not quite right. He was also a little surprised that he had not cast his eye a page or so further back in the same tragedy of "Othello," where he would have found another quotation, which he might fairly have given them, exceedingly applicable to him, and even complimentary, for Iago said there—

"I am nothing if not critical";

and he (the president) was sure their friend Mr. Macarthur was the critical member. But then they knew that a critic was of very little use, and did not carry much weight, unless he happened to make right points; and he (the president) had looked a little further on in the same play, and had found something they might perhaps apply to Mr. Macarthur, where Iago said of Cassio, when he spoke of him as "a finder of occasions that has an eye can stamp and counterfeit advantages, though true advantage never presents itself." He could not help thinking that their friend Mr. Macarthur had not only missed his advantage in all these points, but that he had also made some false points. This especially was one—he said in his pamphlet, "What have you done with this balance of £8,900?" Surely the society were entitled to charge against the sum which they thus received some of the expenses which had enabled them to earn it, and surely it ought to be debited with a fair share of the whole of the expenses of the institution. It seemed to him (the president) that it ought to be so, and that the moment they did this they got rid of Mr. Macarthur's splendid balance of £8,900. But there was a much readier answer for Mr. Macarthur. He said, "What has the council done with it?" If Mr. Macarthur had turned to the disbursement side of the account before them, he would find what they had done with it. They had had, of course, to throw it in with the general balance at their disposal, and to expend it in the ordmary disbursements of the society. It appeared to him that Mr. Macarthur had made a mistake in the charges he had brought against them, and he hoped he had disposed of them. He hoped he had done so, as he was sure he had intended, with the utmost courteousness.

Mr. W. P. W. PHILLIMORE expressed himself as extremely obliged to the president for the trouble he had taken with regard to the matter, but would like to mention that the item for preparing plans indicated an expenditure of £23,000 for buildings. He wished, however, to make some observations chiefly with regard to that item, "Examination, registration, lecture, and law class expenses, including £2,964 0s. 11d. fees paid to examiners and lecturers, and £1,191 16s. 7d. costs of purchase of and expense of circulating rules of court, &c., and stationery expenses connected with examinations and registrar's certificate, £5,931 8s. 9d." His objection to the accounts was not so much as to individual items, it went to the very root of the whole matter. He asserted that the whole account was formed on a wrong basis entirely. The society occupied a very peculiar position. They were simply, in one respect, a mere professional society, and in that capacity no one had any right to raise a question as to the way in which they expended their funds; but in addition to that the Government had been pleased to place them in a very important and responsible position, which was, first, that of being the registrar of solicitors, and, next, of having the expenditure of money received from the articled clerks. He contended that the account was altogether misconceived for the reason that it did not separate these very separate items. They ought, in the first instance, to have a separate account of their private expenditure entirely distinct from either of those two other funds. With reference to the fee of five shillings for registering certificates, which formed an important item in the accounts, he observed that that was the income of the registrar of solicitors, and amounted to £3,000. He thought this was ample, and that they might get the duties performed for possibly £1,000 less than the solicitors at present paid. Up to the year 1860 eighteen pence only was charged in place of the five shillings, and he thought the council should approach the judges with a view of getting it again reduced to eighteen pence. It might be objected that they had no separate buildings and no separate staff of officials, and that, therefore, it was impossible to allocate the amounts or separate the accounts. There was a great deal of truth in that, but he took it that it was not impossible to charge the fair amounts to the funds in respect of these items. Set down as they were in the account they could get no idea as to how much they were expending on these separate items. They were absolutely in the dark as to what became of their £3,000. Then, with regard to the £10,000 received from articled clerks, he would observe that the fees required from the clerks had been strung up to the very highest pitch by the council and the judges. They were under an absolute trust and obligation to spend every penny in the examination and education of articled clerks. He should like to ask the council whether they were prepared in the future to render such an account as that which he advocated. He then, amidst much laughter, suggested that the model which was adopted in every lunatic asylum should be followed, and asked whether the council would give an undertaking that next year they would render "separate, distinct, and proper accounts of the funds of the society."

The PRESIDENT thought they had already answered Mr. Phillimore before they came into the hall. They had told him they could not do as he wished. They rendered the account to the judges in a certain specified form which was acceptable to them, and it would be very undesirable to alter it. They would consider every alteration they could make in the accounts which would give better information to the members.

Mr. MACARTHUR moved as an amendment: "That these accounts be referred back to the committee for reconsideration and amendment." The accounts were very incomplete. He asserted that he was correct in saying that there was a difference of £281 with regard to arrears of subscriptions. The next year this £281 had appeared as £230, and he wanted to know where the £51 had gone to. He was answered by the auditors that the council had remitted certain amounts, and he had received exactly the same answer in 1875 in reference to another matter. He then went on to criticise the accounts in other particulars, and complained that he had a difficulty in obtaining information with regard to them. He had written a letter to the secretary, which the president had not done him the honour to read, asking for information.

The PRESIDENT was sorry he had not referred to it. The fact was that he had mislaid the letter somewhere between his house and the society's building this morning, or he would have referred to it as he had intended. It was a letter in which Mr. Macarthur had asked who had received the moneys which had been paid in respect of the costs of the law stationers' actions. The inquiry was followed by a statement which he (the president) had thought a most improper one, and he had, therefore, not answered the letter. The letter went on to say that Mr. Macarthur desired information in order to see that none of the council or their connections, or anyone in connection with the office, had been receiving money. (Shame.) He had unfortunately mislaid the letter, and, therefore, would not quote further. He had meant to have read the letter, and commented upon it as being a most objectionable statement on Mr. Macarthur's part. The truth was—and the council would have so told Mr. Macarthur if he had asked differently—that they employed the well-known firm of Humphreys & Son as their solicitors, who had nothing on earth to do with the council. They had employed them to conduct the action. When the costs were taxed they had paid them, and when the society appeared by their secretary (Mr. Williamson) in any transactions, the costs were ordered to be paid to the society. He (Mr. Williamson) received all these costs and carried them at once to the credit of the society. He never received one shilling himself. No member of the council or anybody connected with the council had ever had anything on earth to do with any of these transactions. As regarded Mr. Williamson, in all matters in which money was ordered to be paid, every shilling of it found its way into the coffers of the society, and they received the whole of it. He (the president) hardly thought it would have been necessary to explain this.

Mr. MACARTHUR continued for some time criticising the accounts, amidst many manifestations of impatience.

Mr. PHILLIMORE seconded the amendment.

The amendment was put and negatived by an overwhelming majority, and the accounts were adopted.

Mr. PHILLIMORE did not move the following resolution, of which he had given notice:—"That the annual account of receipts and disbursements be referred back to the Finance Committee to supply fuller details of the expenditure."

ANNUAL REPORT.

The PRESIDENT said: The next resolution I have to propose has reference to the annual report, which has been printed and circulated amongst you. It discloses, I hope, the fact that your council have been exceedingly diligent this year and got through a large amount of work. There are one or two matters which have been omitted from the report. One of them relates to the paragraph as to the Bill introduced by the Lord Chancellor for making further provision with respect to moneys advanced for building the Royal Courts of Justice. We told you in the report the steps we have been taking to prevent the clause in that Bill coming into effect, under which the Treasury would be able to increase the fees paid by suitors for the purpose of making up a sum to be called "The Courts of Justice Rent Charge," and I am happy to tell you that, since this report was printed and circulated, that portion of the Bill was thrown out by the House of Commons. Another matter has been omitted from the report, to which Mr. Kimber has called my attention—or, rather, it is not in the report, and could not be in the report, for this particular reason, that the report was printed and circulated before the matters took place to which he calls attention. He calls attention to the case of *The Queen* v. *Cox and Railton*, which I daresay you all noticed. That is a case in which the question is raised as to how far the privilege of a client was available to close the mouth of a solicitor where he had been consulting the solicitor with a view to any action. In that case the court decided that the client had no such privilege. We do not know what are the reasons. The judgment has not been given in detail; therefore I cannot say much about it. It was not exactly one of those cases which I should have thought necessary to put into the report at all; because I believe that, so far from its affecting us, it is a matter of which we all ought to be glad, as assisting the administration of justice, that no such right of privilege should be held to attach. However, Mr. Kimber, in that forcible language we are always so glad to hear, and in the pleasant way in which he puts things, says, "I beg to give notice that, at the annual meeting, I shall draw the attention of the society to the case of *Reg.* v. *Cox and Railton*. This case is the most important yet decided in our time, and has far-reaching consequences not yet thought of." Well, now we shall have the pleasure of hearing you, Mr. Kimber, as to what these far-reaching consequences are; but I do not think it is one of the cases I should have thought of putting in the report. I do not know, the report having been circulated, that I ought to take up your time by referring to it, and I take it for granted you have read it. I shall, therefore, content myself with moving its adoption.

Mr. F. K. MUNTON seconded the motion, remarking, with regard to the Middlesex Registry Bill, that it was well known to the profession that an action had been pending for some time against the registrars of Middlesex in consequence of a resolution of the society, and he only wished to explain that that action was with consent allowed to stand over when the Bill was

introduced into the House of Commons, and had not been proceeded with. He thought the council had done themselves a wrong in not setting out the conclusions to which their negotiations had arrived in the matter of the call of solicitors to the bar. They had not referred to the concluding arrangement come to by the several Inns of Court with the council by their new regulations of 1884, that any solicitor of five years' practice who struck himself off the rolls could be called, in the course of one year, by passing only the bar final examination and not the preliminary, as to which there had been a very strong difference of opinion between the council and the Inns of Court.

The PRESIDENT directed Mr. Munton's attention to the following passage in the report:—"The four Inns ultimately passed resolutions to the effect that a student who, previously to his admission at an Inn of Court had been a solicitor in practice for not less than five years, but had ceased to be a solicitor before admission as a student, might, after having kept four terms, be called to the bar upon passing the bar final examination."

Mr. C. FORD called attention to the following paragraph:—"The council beg to call attention to the satisfactory financial position of the society. Although the payments for the year have been so exceptionally heavy (as will be seen by the disbursement side of the account) as to prevent a further reduction being made in the mortgage debt, yet there is no reason to suppose that the society will not be able, at the end of the year, to repay a substantial portion of the amount remaining due." He thought the society were much indebted to Mr. Phillimore for the way in which he had dealt with the accounts. He was proceeding to make some criticisms in regard to them when he was ruled out of order, the accounts having been already adopted. He, however, asserted that they were stultifying themselves by saying the accounts were in a satisfactory condition—they could hardly be worse.

Mr. KIMBER referred to the case of *The Queen* v. *Cox and Railton*, which he thought ought to be at once taken up by the council.

The PRESIDENT looked upon it as a client's question. Mr. Kimber was apparently forgetting that the privilege attached to the client, not the solicitor.

Mr. KIMBER urged that solicitors were bound to defend their clients. The question was whether the client who had paid his solicitor for his advice should not be at liberty to tie the mouth of the solicitor as to what advice he gave.

In response to appeals from several members, the PRESIDENT ruled Mr. Kimber out of order, as the matter was not mentioned in the report.

Mr. KIMBER next referred to the subject of the costs of litigation, which was dealt with in the report, and in regard to which subject he had given the following notice of motion:—"That, in the opinion of this society, the recent changes in the law, so far from diminishing, have increased the costs of litigation; that the taxation upon justice has been unfairly and injuriously increased; that the delay in administering justice is now greater than ever; that the Bankruptcy Act has already proved itself a failure, and a source of vexation and loss to both creditors and debtors; and that the urgent representations made to the Government for several years past to diminish the taxes upon justice payable by the poorer classes in the county court ought to meet with an immediate response. That a deputation of this society be appointed for the purpose of pressing these facts upon the attention of the Prime Minister, the Lord Chancellor, and the President of the Board of Trade." One of the objects of the present Government on coming into office was to diminish the costs of litigation, but, as the report correctly stated, they had been increased. This increase was not on account of any increase of the fees of solicitors, because they had been decreased, but by the fees payable to the courts. The costs of bankruptcy had been complained of in the legal journals, and it was found that the cost to the public of making a man a bankrupt is so great that the client ought to avoid such a step wherever possible. And when a solicitor acting for a client made a man a bankrupt, his bill on taxation could be so reduced that he would be actually out of pocket. This meant a denial of justice. There was another subject, that of procedure in the county courts. A report had been made by a select committee and a committee of the council, and, positively, not one word was said in the report with regard to it. Then there was the block in the Law Courts. Mr. Justice Chitty had been engaged in one case twelve days. Mr. Justice North had only got through about thirteen causes since he began his sittings. Then there was the important question of the closing of the taxing master's office. Had the council nothing to recommend as to doubling the number of taxing masters?

Mr. BRENNAN spoke of the part of the report which referred to the subject of tenure in gavelkind, deprecating strongly any attempt to do away with the custom. The report contained the following paragraph:—"The council are of opinion that, having regard to the exceptional nature of the customs above referred to"—that was to say, tenure in gavelkind, tenure in borough English, and tenure in burgage—"the difficulty of ascertaining the districts in which they exist, and the areas which are subject to them, as well as to the efforts which have been recently made for the simplification of the law of real property, and facilitating the conveyance of it, it is desirable that steps should be taken for the abolition of the above customs, with due regard to any vested interests connected with or derived under them, so as to render the tenure and descent of real property, as far as may be, uniform throughout England; and representations to this effect to the Lord Chancellor, the law officers of the Crown, and others have been made." He moved, as an amendment, that this portion of the report, so far as it related to tenure in gavelkind, be omitted.

Mr. CARNELL seconded the amendment. In Kent no inconvenience was felt for the custom, and frequently great convenience.

The PRESIDENT said that at the time the council sent the draft of the report to the various law societies, they sent a copy to the Kent society. It came back with an objection on their part to this, but without giving any reasons. He could not help feeling that any objection coming from them, backed up with reasons, ought to have the greatest consideration of the council and the society; and he thought the better way would be to refer back this part of the report to the council, to be reconsidered in connection with such statements as the Kent society might be good enough to supply. The council were quite willing to adopt this course.

A MEMBER asked if he could move: "That it be an instruction to the council that, with the object of obtaining satisfactory uniformity in the tenure of land, that they be requested to take immediate steps to extend the law of gavelkind throughout England"?

The PRESIDENT: I think you should have given us notice of that.

Mr. BRENNAN, after what the president had stated, withdrew his amendment, the president having agreed to adopt his suggestion.

Mr. MACARTHUR moved, as an amendment, that the report be referred back for reconsideration and amendment, particularly with reference to that part of it where the council called attention to the satisfactory financial position of the society.

The amendment was not seconded, and the motion, "That the report be received and adopted, with the exception of that portion relating to tenure in gavelkind," was put and carried.

LAW CLUB.

The PRESIDENT was proceeding to introduce this subject when

Mr. C. FORD moved the adjournment of the meeting.

The motion, having been seconded, was negatived.

The PRESIDENT laid before the meeting a long statement which had been prepared by the council, giving a number of particulars with regard to the proposed new club, and setting out the suggested rules and regulations. He moved the following resolution:—"That the council shall, on the 1st of January, 1885, take possession of the premises so vacated, and permit the same to be occupied and used by the members of the new club free from rent, for the period of twelve months from the said 1st January, 1885, and so on from year to year, until the club, by its chairman, or the council, shall determine such occupation by giving to the other twelve calendar months' previous notice in writing, ending on the 31st December in any year; but such notice by the council shall be given only in pursuance of a resolution passed by a general meeting of the society, and confirmed at a subsequent general meeting held at an interval of not less than three, nor more than six calendar months, and such occupation shall be subject to an obligation on the part of the club to keep the premises in good repair, and also to observe the rules and regulations hereinafter mentioned." He did not wish them to think for one moment that this was a matter in which the council were attempting in any way to lead or drive them. The decision the members would come to would be entirely their own, and the consequences would entirely rest with themselves. The council were simply carrying out the orders imposed upon them at a previous general meeting.

Mr. JAMES WALTER seconded the motion.

Mr. GEORGE WHALE moved the following amendment, of which he had given notice:—"That (in lieu of the proposed new club for such members as pay special fees) the council be requested, as soon as possible, to open luncheon, coffee, and smoking rooms for the benefit of members generally." The proposals of the council simply renewed the old club. There was certainly a reduction of entrance fee, but scarcely anything else. The very existence of such a club in that part of London was an anachronism, and in such a club he agreed with the members of the old club the ballot was an absolute necessity. What they wanted was a place where they could get refreshment, but they did not expect to have to pay an entrance fee of £5 5s. and an annual subscription of £5 5s. for the privilege. He would not believe this was necessary until he had a statement from the president that the financial position of the society required it.

The PRESIDENT remarked that the club would involve additional expenditure, which could only be met by the entrance fees and subscriptions.

Mr. KIMBER seconded the amendment. He asserted that any of the great refreshment contractors would be glad of the opportunity of supplying refreshments without the necessity for any entrance fee and subscription, and they would, moreover, pay a rent for the rooms. He urged that it was most unjust that the small number present at the meeting should settle the matter for the 4,000 members of the society.

Mr. JAMES WALTER supported the motion, asserting that the proposal of the council commended itself on general grounds to the members. The club was an integral part of the society as defined by its charter, and could not, therefore, be *ultrâ vires*.

Mr. GREEN said there were 1,600 country members of the society and 2,200 London members, and they ought to direct their efforts to increase the number of members in the country. The benefits derived by country members from the institution were very slight. The London members could use it hundreds of times during the year, and the country members, perhaps, fifteen or twenty, and they proposed to add an entrance fee of £5 5s., and an annual subscription of £3 3s., to the cost of his lunch. The fee of country members ought to be reduced. He believed that country members were all with him in this respect.

Mr. CROWDER thought the entrance fee a mistake. An alternative proposition might be submitted to the members by the council, in order to ascertain how many members would join. Circulars might be issued proposing a subscription of £2 2s. or £3 3s., and asking how many would join respectively with these subscriptions. The object of the council should be to make the club as comprehensive as possible.

Mr. BROMLEY said it was necessary to make a rough estimate of

expenses at starting, and if it was found that the entrance fee and subscriptions could be reduced, that might be done afterwards.

Mr. FORD having spoken,

A MEMBER contended that the institution ought to be a club which was open to every member, and where every member could get his lunch. This would lead to a large increase in the number of country members. He protested strongly against the establishment of another club on the same basis as that which had come to an end.

The amendment was then put, with the following result:—For the amendment, 33; against, 95; majority against, 62.

Mr. WHALE asked for a poll, but

The PRESIDENT replied that it would not be in accordance with the bye-laws.

Mr. MACARTHUR then handed in an amendment as follows:—"That the consideration of the council's proposal to establish a club be deferred until a voting paper on the subject has been sent to each member requiring him to assent to or dissent from such proposal."

The PRESIDENT declined to put the amendment, and

Mr. MACARTHUR moved, and Mr. GREEN seconded, the adjournment of the meeting, which was negatived.

The original motion was then carried by a large majority.

Mr. JAMES WALTER withdrew the following motion of which he had given notice:—"That so soon as the number of members proposing to join the Law Club be 500, the council do thereupon take the management of the club into their own hands on the terms mentioned in the circular of the 27th March, 1884."

APPLICATIONS TO TAX COSTS.

Mr. GEORGE WHALE moved:—"That the council be requested again to communicate with the Lord Chancellor, and urge that applications to tax costs be no longer entitled or entered in lists in the same way as applications for alleged misconduct."

The PRESIDENT said that the council had already taken action in the matter with a satisfactory result, and the motion was withdrawn.

SITTINGS OF COURT.

Mr. E. E. LAKE withdrew for the present the following motion of which he had given notice:—"That the council be requested to consider the desirability of co-operating with the Bar Committee for the purpose of bringing about an amendment of the regulation recently made with respect to the sittings of the court, so that such sittings may terminate on the 1st instead of the 12th August."

ENTRANCE TO THE BAR.

Mr. JAMES WALTER moved, and Mr. NEWMAN seconded:—"That the thanks of the members be accorded to the council for their successful negotiations with the benchers of the several Inns of Court, resulting in the satisfactory regulations of April, 1884."

The motion was carried.

COSTS OF LITIGATION.

Mr. KIMBER, on the understanding that the council would take the matter into consideration, withdrew his notice of motion on this subject, which is set out in his remarks on the report quoted above.

FINANCES OF THE SOCIETY.

Mr. J. R. MACARTHUR moved, and Mr. R. J. MACARTHUR seconded:—"That the council were not warranted, either by the requirements of the society, or its financial position, in incurring the expense of £578 15s. 7d. 'for preparing plans for proposed new buildings, &c.'"

The motion was negatived, only the proposer and seconder voting for it.

EXAMINATION FEES.

The following motion stood in the name of Mr. C. FORD, but was not proceeded with, he not being present:—"That, in view of the terms of section 8 of the Solicitors Act, 1877, the fees received by the society for the several examinations, as contemplated by that Act, shall in future be carried to a separate account by the society, and ought to be expended solely for the purposes directed by such Act."

ASSISTANT EXAMINERS.

The following notice of motion by Mr. FORD was not proceeded with, he being absent when it was reached:—"That the president, at the last meeting, having stated that the council found some difficulty in finding suitable candidates for the office of assistant-examiners, this meeting is of opinion that such appointments should be thrown open to public competition, as is done in the case of like appointments at the University of London, by advertising the duties to be performed and the salaries to be paid."

SITTINGS IN THE CHANCERY DIVISION.

Mr. MUNTON had given notice of the following motion:—"That this meeting is of opinion that the trial of chancery witness causes otherwise than *de die in diem* not only creates great expense and inconvenience, but practically amounts to a denial of justice, and that an entire redistribution of the business of the five chancery courts is urgently called for." He was not, however, present when it came on.

The proceedings terminated with a vote of thanks to the president.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 9th inst.; Mr. Wm. Beriah Brooke in the chair. The other directors present were Messrs. S. H. Asker, of Norwich, Edwin Hedger, Philip Rickman, Henry Roscoe, H. Smith Styan, Frederick T. Veley, of Chelmsford, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £230 was distributed in grants of relief, fifty-one new members were admitted to the association, and other general business was transacted.

OBITUARY.

MR. H. S. WAKE.

Mr. Henry Stephen Wake, solicitor, deputy-registrar of the Sheffield County Court, died on the 12th inst., at the early age of thirty-four. He was the son of Mr. William Wake, of Osgathorpe. He was educated at St. Edward's College, Liverpool, and was afterwards articled to Messrs. W. & B. Wake, of Sheffield. He was admitted in 1872, and commenced practice on his own account; but gave it up in 1882, on being appointed deputy-registrar of the county court. He had not been well for some weeks, and his illness developed into acute rheumatic fever, which proved fatal. Mr. Wake was of an exceedingly amiable and generous disposition, and his death will be much lamented by all who knew him.

LEGAL APPOINTMENTS.

Mr. JOHN HENRY ETHERINGTON SMITH, barrister, has been appointed Recorder of the Borough of Newark, in succession to Mr. John James Heath Saint, who has been appointed recorder of Leicester. Mr. Smith was educated at University College, Oxford, where he graduated second class in classics in 1863. He was called to the bar at the Inner Temple in Michaelmas Term, 1866, and he practises on the Midland Circuit, and at the Lincolnshire, Nottinghamshire, Derbyshire, and Birmingham Sessions. He has been for several years a revising barrister.

Mr. FRANCIS HODDING, solicitor, of Salisbury, has been appointed a Notary Public.

Mr. CHARLES GILBERT HEATHCOTE, barrister, has been appointed Stipendiary Magistrate for the Borough of Brighton, in succession to Mr. Arthur Bigge, resigned. Mr. Heathcote was educated at Trinity College, Cambridge, where he graduated in the first class of the classical tripos in 1863, and he was afterwards elected a fellow of Corpus Christi College. He was called to the bar at the Inner Temple in Michaelmas Term, 1867, and he has practised on the South-Eastern Circuit, and at the Cambridgeshire, Huntingdonshire, Ely, and Peterborough Sessions.

Mr. PERCIVAL WILLIAM DAWSON, solicitor, of Hull, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. A. STANSCOMB DUNN and Mr. THOMAS PALMER, solicitors, of 2, Gresham-buildings, Basinghall-street, London, E.C., have been appointed Commissioners to administer Oaths in the Supreme Court.

Mr. ATHELSTAN BRAXTON HICKS, barrister, has been appointed Deputy-Coroner for the City of Westminster in succession to Mr. Samuel Frederick Langham, who has been elected coroner for the City of London. Mr. Hicks is also one of the deputy-coroners for the county of Surrey. He was called to the bar at the Middle Temple in November, 1875, and he is a member of the Western Circuit.

Mr. CORNELIUS THOMAS SAUNDERS, solicitor (of the firm of Saunders & Bradbury), of Birmingham, has been elected President of the Incorporated Law Society for the ensuing year. Mr. Saunders was admitted a solicitor in 1850.

Mr. HENRY ROSCOE, solicitor (of the firm of Field, Roscoe, Francis, & Osbaldeston), of 36, Lincoln's inn-fields, has been elected Vice-President of the Incorporated Law Society for the ensuing year. Mr. Roscoe was admitted a solicitor in 1856. He is a director of the Solicitors' Benevolent Association.

Mr. HENRY COLLINS, solicitor, of Reading, has been elected County Treasurer for Berkshire. Mr. Collins was admitted a solicitor in 1861. He is registrar of the Reading County Court.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 10.—*Bills in Committee.*

Post Office Protection.
Indian Marine.

Bills Read a Third Time

PRIVATE BILLS.—Bristol Corporation (Docks Purchase); Treferig Valley Railway; Manchester, Bury, and Rochdale Tramways (Extensions); Dewsbury Improvement.

June 11.—*Bill Read a Second Time.*

Licensing Act (1872) Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—London, Chatham, and Dover Railway (Further Powers); Sutton and Willoughby Railway; Folkestone, Sandgate, and Hythe Tramways; North Metropolitan Tramways; London (City) and Southwark Subway.

Indian Marine.

New Bill.

Bill to amend the law relating to building societies (the LORD CHANCELLOR.)

July 14.—*Royal Commission.*

The Royal assent was signified by Commission to the following Bills:—Fisheries (Oyster, Crab, and Lobster Act, 1877) Amendment; Sea Fisheries; London, Tilbury, and Southend Railway; and many Provisional Orders and private Bills.

Bill Read a Second Time.

Bishopric of Bristol.

Bills in Committee.

Supreme Court of Judicature Acts Amendment.

Licensing Act (1872) Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Dore and Chinley Railway; Metropolitan District Railway; Sutton-bridge Dock; Metropolitan Railway (Various Powers).

July 15.—*Bills Read a Second Time.*

PRIVATE BILLS.—Lower Thames Steam Ferries; Metropolitan Board of Works (Thames Crossings); Coventry and District Tramways; Wright's Patent; Lincoln and Skegness Railway; Eastern Bengal Railway.

Elections (Hours of Polling).

Building Societies Acts Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Great Western Railway and Bristol and Portishead Pier and Railway Companies; North London Tramways; London Southern Tramway (Extensions); Mersey Railway; Bank of South Australia.

Licensing Act (1872) Amendment.

HOUSE OF COMMONS.

July 10.—*Bill in Committee.*

Yorkshire Registry.

Bills Read a Third Time.

PRIVATE BILLS.—Llanfrechfa Upper Local Board; Teign Valley Railway.

Colonial Prisoners' Removal.

Sea Fisheries Act (1868) Amendment.

July 14.—*Bills Read a Second Time.*

PRIVATE BILL.—Winwick Rectory.

Royal Military Asylum, Chelsea (Transfer).

Great Seal.

Public Libraries Act Amendment.

Reformatory and Industrial Schools (Manx Children).

Newcastle Chapter.

Naval Discipline Act (1866) Amendment.

Benefices (Tiverton Portions) Consolidation Amendment.

Bills in Committee.

PRIVATE BILL.—Strensall Common.

Canal Boats Act (1877) Amendment.

Contagious Diseases (Animals) Act, 1878 (Districts).

Bills Read a Third Time.

PRIVATE BILLS.—Gravesend Town Quay and Pier; Walton-on-the-Naze and Frinton Improvement; West Derby Local Board; Ouse (Lower) Improvement.

July 15.—*Bills in Committee.*

Public Libraries Act Amendment.

Reformatory and Industrial Schools (Manx Children).

Naval Discipline Acts (1866) Amendment.

Newcastle Chapter.

Bills Read a Third Time.

Royal Military Asylum, Chelsea (Transfer).

Great Seal.

Strensall-Common.

Canal Boats Act (1877) Amendment.

New Bill.

Bill to amend the Prosecution of Offences Act (1879) (Mr. COURTNEY).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, July 21	Mr. Carrington	Mr. King	Mr. Koe
Tuesday 22	Jackson	Merivale	Clowes
Wednesday 23	Carrington	King	Koe
Thursday 24	Jackson	Merivale	Clowes
Friday 25	Carrington	King	Koe
Saturday 26	Jackson	Merivale	Clowes

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, July 21	Mr. Pugh	Mr. Farrer	Mr. Pemberton
Tuesday 22	Lavie	Teesdale	Ward
Wednesday 23	Pugh	Farrer	Pemberton
Thursday 24	Lavie	Teesdale	Ward
Friday 25	Pugh	Farrer	Pemberton
Saturday 26	Lavie	Teesdale	Ward

TRINITY SITTINGS, 1884.

COURT OF APPEAL.

Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), the London Bankruptcy Court, and the County Palatine and Stannaries Courts.

ORDER OF BUSINESS.

Sat., July 19 / Monday ....21 / Tuesday ....22 — Apps. from the general list

Wednes ....23 — App. mots. ex pte—orgl. mots—and apps from ords. made on interlocutory mots (proced.) an l also apps from general list if required.

Thursdy....24 — Apps. from the general list.

Friday ....25 — Bkcy apps & also apps from general list if required

Saturday ...26 / Monday....28 / Tues., ...29 — Apps. from the general list.

Wednes ....30 — App. motns. ex pte—orgl. mots—and apps. from ords made on interlocutory mots (proced.) & also apps. from general list if required.

Thursday ..31 — Apps from the general list.

Friday, Aug 1 — Bkcy. apps. & also apps from general list if required

Saturday .. 2 / Monday .. 4 / Tues., ... 5 — Apps from the general list.

Wednes .... 6 — App. motns. ex pte—orgnl. mots.—and apps. from ords made on interlocutory mots (proced) and also apps. from general list if required.

Thursday .. 7 — Apps from the general list

Friday, ... 8 — Bkcy apps & also apps from general list if required.

Sat., ... 9 / Monday ....11 / Tuesday ....12 — Apps from the general list

N.B.—Lunacy Petitions are taken in Appeal Court II., on every Saturday at half-past ten during the Sittings.

Appeal Court, I.

Final and interlocutory appeals from the Queen's Bench Division, and from the Probate, Divorce, and Admiralty Division (Admiralty).

ORDER OF BUSINESS.

Sat., July 19 / Monday....21 / Tuesday....22 — Apps. from the general list.

Wednesday, 23 — App. mots. ex pte—orgl. mots—and apps. from ords made on interlocutory mots and also apps. from general list if required.

Thursdy....24 / Friday ....25 / Sat. .....26 / Monday....28 / Tuesday....29 — Apps from the general list.

Wednesday 30 — App. mots. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots and also apps from general list if required.

Thursday ..31 / Friday, Aug 1 / Saturday .. 2 / Monday .... 4 / Tues., ... 5 — Apps. from the general list.

Wednesday 6 — App. motns. ex pte—orgl. mots.—and apps. from ords made on interlocutory mots and also apps. from general list if required.

Thur. ..... 7 / Friday .... 8 / Sat., ... 9 / Monday ....11 / Tuesday....12 — Apps. from the general list

N.B.—Admiralty Appeals, with assessors, will be taken on special days to be appointed by the Court.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Chancery Court, I.

V.C. Sir JAMES BACON.

Sat., July 19..Pets, sht. causes & gen. pa.

Monday ..21 / Tuesday....22 / Wed.....23 / Thursdy....24 — General paper.

Friday ....25..Motns, adj. sum. & gen. pa.

Saturday ..26..Pets., sht. caus. & gen. pa.

Monday ....28 / Tuesday ....29 / Wednesday 30 / Thursday ...31 — General paper.

Friday, Aug 1..Mots. adj. summs. & gen. pa

Saturday .. 2..Pets. sht. causes, & gen. p

Monday ... 4 / Tues., ... 5 / Wednesday 6 / Thursday... 7 / Friday .... 8 / Saturday ... 9 / Monday....11 / Tuesday....12 — Remaining mtns, remaining pets, & adj sums

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Chancery Court, IV.

Ma. JUSTICE KAY.

Sat., July 19..Sht. caus. & adj sums.

Monday....21 / Tuesday ....22 / Wednesday 23 — Gen. pa. for cons (Causes with wits)

Thursdy ....24..Motns. adj sums, & gen. pa

Friday .....25..Pets., adj sums., & gen. pa.

Saturday ..26..Sht. caus., & adj. sums.

Monday....28 / Tuesday....29 / Wednesday 30 — General paper for consent (causes without wits)

Thursday ..31..Mtns. adj sums, & gen. pa.

Friday, Aug 1...Petns, adj sums, & gen. pa.

Saturday .. 2..Short caus., & adj. sums

Monday.... 4 / Tues., ... 5 / Wed. ..... 6 / Thursday .. 7 / Friday .... 8 / Saturday.... 9 / Monday....11 / Tuesday....12 — Remaining pts. remaining mts, adj sums & gen pa.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Chancery Court, III.

Mr. JUSTICE CHITTY.

Sat., July 19 — Pets., sht. caus., adj. sums, (Procedure) & gen paper

Monday ....21...Fur cons and non wits list

Tuesday....22 / Wednesday..23 / Thursdy....24 — Causes without wits, adj sums and spec cases

Friday ....25..Motns. & non wits list

Sat., ...26 — Pets, sht. caus., adj. sums. (Procedure), & gen paper

Monday....28..Fur cons & non wits list

Tuesday ..29 / Wednes. ....30 / Thursd ....31 — Causes without wits, adj sums and spec cases

Friday, Aug 1..Mots. & non wits list

Saturday .. 2 — Pets.,sht. causes,adj. sums. (procedure), & gen paper

Monday.... 4..Fur cons & non wits list

Tues., ... 5 / Wednesday 6 / Thursday .. 7 / Friday .... 8 / Saturdy .... 9 / Monday ..11 / Tuesday....12 — Remaining mts, remaining pts, adj sums & gen pa.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Chancery Court, II.

Ma. JUSTICE NORTH.

Sat., July 19...General paper.

Monday ....21 / Tuesday ..22 / Wednesday 23 / Thursdy....24 / Friday ....25 / Saturday ..26 — General paper.

Monday....28
Tuesdy. 29
Wednsdy.....30
Thursday ..31 } General paper
Friday, Aug 1
Saturday .. 2
Monday 4
Tues., ... 5
Wed., ... 6
Thursday .. 7 } General paper.
Friday 8
Saturdry .. 9
Monday....11
Tuesday ..12

Lord Chancellor's Court.

Mr. Justice PEARSON.

Sat., July 19..Sht. caus., ptns. adj.sumns
Monday 21
Tuesday....22 } General paper
Wednesday 23
Thursday....24

Friday ....25...Motns. & adj. sum.
Saturday ..26...Sht. caus, pets., adj. sumns
Monday 28
Tuesday ..29 } General paper.
Wednesday 30
Thursday ..31.
Friday, Aug 1..Motns. & adj. sum,
Saturday .. 2..Sht. caus., pets., adj. sumns.
Mond 4
Tues., ... 5
Wed, ... 6
Thursday .. 7 } Remaining mts, remaining
Friday .... 8 pts, adj sums & gen pa.
Saturdy.... 9
Monday 11
Tuesday....12

Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARGUS FIRE INSURANCE AND EMPLOYERS' PROTECTION CORPORATION, LIMITED.—Chitty, J., has, by an order dated Mar 25, appointed Harrington Evans Broad, 35, Walbrook, to be the liquidator

BLAENCAELAN UNITED LEAD MINES, LIMITED.—Bacon, V.C., has fixed Monday, July 21 at 12, at his chambers, as the time and place for the appointment of a liquidator

FLAGSTAFF DISTRICT SILVER MINING COMPANY, LIMITED.—Kay, J., has fixed Monday, July 21 at 1, at his chambers, for the appointment of an official liquidator

GRIMSBY PHŒNIX BUILDING COMPANY, LIMITED.—Chitty, J., has, by an order dated May 1, appointed George Watson Booth, 77, Heneage st, Weelsby, near Great Grimsby, to be official liquidator

GLOBE STEAMSHIP COMPANY, LIMITED.—Chitty, J., has fixed Saturday, July 19 at 12, at his chambers, as the time and place for the appointment of an official liquidator

PILLANS AND COMPANY, LIMITED.—Petition for winding up, presented July 9, directed to be heard before Bacon, V.C., on July 19. Turner and Low, King st, Cheapside, solicitors for the petitioner

UNITED TRAMWAYS (IRELAND) CORPORATION, LIMITED.—Petition for winding up, presented July 2, directed to be heard before Kay, J., on July 18. Davis, Craig's ct, Charing cross, solicitor for the petitioner

[*Gazette*, July 11.]

CYCLISTS' ACCIDENT ASSURANCE CORPORATION, LIMITED.—By an order made by Pearson, J., dated July 5, it was ordered that the corporation be wound up. Gover, Walbrook, solicitor for the petitioners

FLOATING SWIMMING BATHS COMPANY, LIMITED.—By an order made by Bacon, V.C., it was ordered that the company be wound up. Wainwright and Baillie, Staple inn, solicitors for the petitioners

RIDOUT AND COMPANY, LIMITED.—Petition for winding up, presented July 10, directed to be heard before Kay, J., on July 25. Clift, Pancras lane, solicitor for the petitioners

[*Gazette*, July 15.]

UNLIMITED IN CHANCERY.

CHESTER UNITY BENEFIT BUILDING SOCIETY.—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to William Shone, Watergate st, Chester, the official liquidator. Tuesday, July 29 at 1, is appointed for hearing and adjudicating upon the said debts and claims

NORTH STAFFORDSHIRE WORKING MAN'S PERMANENT BENEFIT BUILDING SOCIETY.—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to Spencer Lawton, Burslem, Staffordshire, the official liquidator. Monday, Nov 3 at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, July 11.]

CORNWALL MINERALS RAILWAY COMPANY.—Petition, presented July 10, directed to be heard before Kay, J., on Aug 1. Cope and Co, Great George st, Westminster, solicitors for the petitioners

PLYMOUTH WORKING MEN'S EQUITABLE LOAN SOCIETY.—By an order made by Chitty, J., dated July 5, it was ordered that the society be wound up. Gush and Co, Finsbury circus, agents for Vaughan, Devonport, solicitor for the petitioner

[*Gazette*, July 15.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HYNDBURN MILL MANUFACTURING COMPANY, LIMITED.—The Vice-Chancellor has fixed Thursday, July 17 at 12, at the District Registrar, Duchy chmbrs, Manchester, as the time and place for the appointment of an official liquidator

STEAM SHIP "DRYBURGH ABBEY," LIMITED.—Petition for winding up, presented July 10, directed to be heard before Bristowe, V.C., on Thursday, July 24. Banks and Kendall, North John st, Liverpool, solicitors for the petitioners

[*Gazette*, July 11.]

FRIENDLY SOCIETIES DISSOLVED.

EARL OF BEACONSFIELD SICK AND BURIAL BENEFIT LODGE OF LOYAL ORANGEMEN, Barrow in Furness. July 8

EDGE HILL, WEST DERBY, AND WAVERTREE INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, Wavertree, Lancaster. July 9

ROSEMARY-LANE SUNDAY SCHOOL SICK SOCIETY, Deane, Lancaster. July 7

[*Gazette*, July 11.]

COURT CRONY'S REST, A.O.F. FRIENDLY SOCIETY, Halfway House Inn, Facit, Lancaster. July 10

MEN AND WOMEN'S ANNUITANT SOCIETY, Dartmouth, Devon. July 12

[*Gazette*, July 15.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

ALMOND, WILLIAM, James st, Covent Garden, Fruit Salesman. Aug 1. Reeve, Carey lane, General Post Office

BARBER, ROBERT, Sunderland, Station Master. Aug 24. Lawson, Sunderland

BEARD, EMILY CHARLOTTE, Norwich. Aug 1. Taylor and Sons, Norwich

BINDLOSS, JAMES HENRY, Patricroft, nr Manchester. Aug 1. Leach, Wigan

BRAHAM, CHARLES BAMPFYLDE, Ebury st, Pimlico, Esq. Aug 15. Macarthur and Co, John st, Bedford row

COCKROFT, MARY, Huddersfield. Aug 1. Johnson and Booth, Huddersfield

COLLINS, WILLIAM JOB, Albert terrace, Regent's park, Doctor of Medicine. Aug 12. Bowden, Laurence Pountney hill, Cannon st

CURTIS, MARY, Highbury hill. Aug 7. Loxley and Morley, Cheapside

DAVIES, FREDERICK, Ermington, nr Ivybridge, Devon, Gent. Aug 1. White and Sons, Bedford row

DAVIES, HANNAH BARNARD, Usk, Monmouth. Aug 15. Gustard, Usk

DUKINFIELD, Dame JANE, Eaton place. Aug 29. Wordsworth and Co, Threadneedle st

DWIGHT, JAMES, Hartford, Chester, Sergeant Major. July 21. Thorneycroft, Wolverhampton

DYSON, WILLIAM, Huddersfield, Builder. July 8. Ainley, Huddersfield

ELTON, Sir EDWARD MARWOOD, Charles st, Berkeley sq, Baronet. July 31. Warry and Co, Lincoln's inn fields

HOLLAND, SABINA, Stockport, Chester. Aug 1. Smith, Stockport

HORRITT, ELIZABETH, Farnsfield, Nottingham. Aug 4. Robotham and Attwood, Derby

HUMPHREYS, FRANCES, Hatfield, Herts. Aug 11. Dale, Furnival's inn

JONES, THOMAS, Kerry, Montgomery, Cook. Aug 10. Williams and Co, Newtown, North Wales

JUDGE, SPENCER ALFRED TAYLOR, Benares, Bengal, British India, Lieut.-Colonel. Sept 1. Judge and Co, Lincoln's inn fields

KAY, ROBERT, Bury, Lancaster, Gent. July 31. Butcher, Bury

LEE, EDWARD, Cairo, Egypt, Captain. Aug 11. Fladgate and Fladgate, Craven st, Strand

LEMOINE, AMELIA SARAH BRIGETINA, Southampton. Aug 1. Bevan, Chancery lane

MOSELEY, TILSON HUMPHREY, Burgess hill, Sussex, Barrister at Law. Aug 2. Boxall, Brighton

PAYNE, WILLIAM, Wilcott, Salop, Gent. Aug 1. Wace, Shrewsbury

PEAT, WILLIAM, Derby, Esq. Aug 4. Robotham and Attwood, Derby

ROBERTS, EDWARD, Rhyl, Flint, Grocer. Sept 5. Collins and Co, Liverpool

ROXBURGH, PETER, Birmingham, Gent. Aug 14. Tyndall and Co, Birmingham

RUSSELL, GEORGE, Marden, Kent, Farmer. July 25. Beall and Co, Maidstone

SHERIFF, DANIELL, Bernard st, Russell sq, Esq. Aug 5. Bell and Co, Bow churchyard, Cheapside

RAINSFORD, JOSEPH, Potton, Bedford, Carpenter. Aug 16. Chapman, Biggleswade

TIFFIN, THOMAS, Sunderland, Gent. Aug 24. Lawson, Sunderland

WALKER, ROBERT, Sunderland, Retired Farmer. Aug 24. Lawson, Sunderland

WHITE, SUSANNAH, Compton Bassett, Wilts. July 31. Henly, Calne, Wilts

WORTHINGTON, THOMAS, Manchester, Merchant. Aug 16. Sale and Co, Manchester

[*Gazette*, July 4.]

SALES OF ENSUING WEEK.

July 21.—Messrs. PHILIP D. TUCKETT & Co., at the Mart, at 1 p.m., Freehold Chambers (see advertisement, July 12, p. 3).

July 22.—Messrs. CHINNOCK, GALSWORTHY, & CHINNOCK, at the Mart, at 2 p.m., Leasehold Estate (see advertisement, this week, p. 3).

July 22.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 14, p. 6) and Leasehold Properties (see advertisement, June 28, p. 4).

July 24.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold Properties and Reversions (see advertisement, July 5, p. 3, and this week, p. 4).

July 24.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold Estates (see advertisement, July 5, p. 4).

July 25.—Mr. ARTHUR JACKSON, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, July 12, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HUGHES.—July 14, at 17, Balls-road, Birkenhead, the wife of T. R. Hughes, barrister-at-law, of a son.

JOHNSTONE.—July 11, at Tavistock, the wife of J. Douglas Johnstone, solicitor, of a son.

MIDDLETON.—July 11, at 22, Delamere-crescent, W., the wife of James W. Middleton, of Lincoln's-inn, of a son.

STILLMAN.—July 11, the wife of G. Wallyn Stillman, solicitor, of Bishop Auckland, of a son.

DEATHS.

BAMPTON.—July 11, Henry Bampton, M.A., M.L., B.C.L., barrister-at-law, of the Middle Temple, aged 41.

BENHAM.—July 11, at his residence, Baron's Court, Kensington, of Bright's disease, James Erle Benham, F.R.S.L., &c., of the Middle Temple, barrister-at-law, and of St. Mary Hall, Oxford; aged 34. Dearly loved and deeply lamented by his sorrowing relatives and friends.

WAKE.—July 12, at Osgathorpe House, Sheffield, Henry Stephen, second surviving son of William Wake, of Osgathorpe House, solicitor, and deputy-registrar of the County Court of Yorkshire, holden at Sheffield, aged 34.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

TUESDAY, July 15, 1884.

Dance, Edward Henry, Warner rd, Camberwell, Corn Dealer. July 10

Simpson, George Darlington, Bristol, Ship Chandler. July 10

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, July 11, 1884.

Ambler, George William, Kingston upon Hull, Oil Refiner. Kingston upon Hull. Pet June 17. Ord July 9. Exam July 28 at 11 at the Courthouse, Townhall, Hull

Baines, Thomas, Great Castle st, Oxford circus, Tailor. High Court. Pet July 9. Ord July 9. Exam Aug 9 at 11 at 34, Lincoln's inn fields

Bentley, Nicholas Milner, Nafferton, Yorkshire, Grocer. Kingston upon Hull. Pet July 8. Ord July 8. Exam July 21 at 11 at the Courthouse, Townhall, Hull

Brooke, James, Sowerby Bridge, nr Halifax, Woollen Manufacturer. Halifax. Pet July 8. Ord July 8. Exam Aug 14

Brown, Furrant, and William Nicholas Pycroft, Leicester, Timber Merchants. Leicester. Pet July 8. Ord July 8. Exam Aug 6 at 10

Crabb, James, Albany st, Regent's Park, Confectioner. High Court. Pet July 9. Ord July 9. Exam Aug 9 at 11 at 34, Lincoln's inn fields
Culloden, John Andrew, Leeds, Tinner. Leeds. Pet July 8. Ord July 8. Exam July 15 at 11
Davies, William, Broseley, Shropshire, Licensed Victualler. Madeley. Pet July 8. Ord July 9. Exam Aug 20
Dawson, Theresa, Leeds, Shopkeeper. Leeds. Pet July 8. Ord July 8. Exam July 15 at 11
Edwards, Frank, Carlisle, Woollen Merchant. Carlisle. Pet June 27. Ord July 7. Exam July 22 at 11 at the Courthouse.
Eggleton, Maxmilian Phonix, Gt Missenden, Buckinghamshire, Draper. Aylesbury. Pet July 4. Ord July 7. Exam Aug 20 at 12 at County Hall, Aylesbury
Evans, Robert, Carnarvon, Grocer's Managing Assistant. Bangor. Pet June 24. Ord July 8. Exam July 30 at 2
Fenton, Matthew Henry, Batley, Yorkshire, Flock Merchant. Dewsbury. Pet July 8. Ord July 8. Exam July 22
Gregory, George, Rhyl, Flintshire, Painter. Bangor. Pet July 9. Ord July 9. Exam July 30 at 2.30
Hague, Thomas, Nottingham, Hosiery Maker. Nottingham. Pet July 7. Ord July 7. Exam Aug 12
Hammond, Horatio Henry, address unknown, Draper. High Court. Pet June 7. Ord July 8. Exam Aug 8 at 11 at 34, Lincoln's inn fields
Hill, William Henry Rowse, and Henry Hill, Llanishen, Glamorganshire, Contractors for Public Works. Cardiff. Pet July 9. Ord July 9. Exam July 31 at 12.30
Hill, Thomas Henry William, Dartford, Kent, Stonemason. Rochester. Pet July 8. Ord July 8. Exam July 21 at 2
Hillier, George, Seend, Wiltshire, Carpenter. Bath. Pet July 9. Ord July 9. Exam Aug 7 at 11
Hitchin, John, Nottingham, Licensed Victualler. Nottingham. Pet July 7. Ord July 7. Exam Aug 12
Howard, William Nicholas, Bury St Edmunds, Farmer. Bury St Edmunds. Pet July 9. Ord July 9. Exam July 24 at 3.30 at Guildhall, Bury St Edmunds
Jones, Thomas, Wednesbury, Staffordshire, China Dealer. Walsall. Pet June 30. Ord July 9. Exam July 28 at 2
Kinnersley, John James, Bishopston, Gloucestershire, Grocer. Bristol. Pet July 9. Ord July 9. Exam Aug 15 at 12 at Guildhall, Bristol
Marshall, Arthur Willis, Chorlton-on-Medlock, Lancashire, Chemist. Manchester. Pet July 3. Ord July 5. Exam July 14 at 12
Martyn, Henry Matthew, Topsham, Devonshire, Paper Maker. High Court. Pet July 9. Ord July 9. Exam Aug 7 at 11 at 34, Lincoln's inn fields
Metklejohn, Robert Morris, Leatherhead, Surrey. Croydon. Pet June 16. Ord July 4. Exam July 29
Northcott, Richard, Torquay, Furniture Dealer. Exeter. Pet Ord July 9
Owen, John Glendower, Broadstairs, no occupation. Canterbury. Pet Mar 21. Ord June 13. Exam June 27
Packer, William, Cardiff, Grocer. Cardiff. Pet July 9. Ord July 9. Exam July 31 at 12.30
Powell, William, Merthyr Tydfil, Grocer. Merthyr Tydfil. Pet July 7. Ord July 7. Exam July 21
Price, James, Salop, Farmer. Leominster. Pet July 7. Ord July 9. Exam July 17 at 10 at Townhall, Leominster
Price, John, Salop, Farmer. Leominster. Pet July 7. Ord July 9. Exam July 17 at 10 at Townhall, Leominster
Sanderson, William, Sheffield, Grocer. Sheffield. Pet July 7. Ord July 7. Exam July 31 at 11.30
Singerman, Moses, West Hartlepool, Furniture Dealer. Sunderland. Pet July 8. Ord July 8. Exam July 24 at 2.30
Skeen, Alfred, Stratford, Essex, Mahogany Merchant. High Court. Pet July 9. Ord July 9. Exam Aug 12 at 11 at 34, Lincoln's inn fields
Smith, John, Chapter st, Westminster, Bootmaker. High Court. Pet July 8. Ord July 8. Exam Aug 12 at 11 at 34, Lincoln's inn fields
Stocker, David, Merton rd, Wandsworth, Barge Builder. Wandsworth. Pet June 18. Ord July 8. Exam July 31
Thompson, James, Cow Close Farm, nr Coxhoe, Durham, Farmer. Durham. Pet July 7. Ord July 7. Exam July 29
Watkins, Henry, Worcester, Bootseller. Worcester. Pet July 8. Ord July 8. Exam July 30 at 11
Webster, Amelia, Leeds, Shopkeeper. Leeds. Pet July 7. Ord July 7. Exam July 15 at 11
Wills, John, Kirkbride, Cumberland, Husbandman. Carlisle. Pet July 9. Ord July 9. Exam July 23 at 11 at Court house
Yates, George, Halifax, Brewer. Halifax. Pet June 25. Ord July 7. Exam Aug 14

The following amended notice is substituted for that published in the London Gazette of July 1, 1884.

Boulton, John, Lincoln, Farmer. Lincoln. Pet May 23. Ord June 28. Exam July 18 at 12

The following amended notice is substituted for that published in the London Gazette of July 8, 1884.

Preece, George William, Gloucester, Ale and Porter Retailer. Gloucester. Pet July 3. Ord July 4. Exam Aug 12

RECEIVING ORDER RESCINDED.

Friedlaender, Berthold, and Arthur Massey Elsdale, Tyer's Gate, Bermondsey, Leather Merchants. High Court. Ord May 14. Rescinding June 24

FIRST MEETINGS.

Albutt, Henry, Birmingham, Jeweller. July 22 at 2. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Ambler, George William, Kingston upon Hull, Oil Refiner. July 22 at 11. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Andrews, Alfred, Bury St Edmunds, Builder. July 19 at 1. The Guildhall, Bury St Edmunds
Bennion, Robert, Tue Brook, Liverpool, Estate Agent. July 22 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Bentley, Nicholas Milner, Nafferton, Yorkshire, Grocer. July 22 at 3. Luke White, Solicitor, New rd, Driffield
Betts, Caroline, Bow rd, Saddler. July 22 at 2. 33, Carey st, Lincoln's inn
Boulton, John, Lincoln, Farmer. July 18 at 11.30. Official Receiver, 2, St Benedict's sq, Lincoln
Caygill, Obed Holt, Upper Woburn pl, Russell sq, Tourist. July 22 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Culloden, John Andrew, Leeds, Tinner. July 21 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Dawson, Theresa, Leeds, Shopkeeper. July 21 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Edwards, Frank, Carlisle, Woollen Merchant. July 21 at 3. 34, Fisher st, Carlisle
Evans, Robert, Braunton, Devonshire, Farmer. July 18 at 2. 3, The Square, Barnstaple
Faiss, Peter, Middlesborough, Yorkshire, Watchmaker. July 18 at 11. Official Receiver, 8, Albert rd, Middlesborough
Fenton, Matthew Henry, Batley, Yorkshire, Flock Merchant. July 21 at 3. Official Receiver, Bank chbrs, Batley
Hansen, Israel, Bradford, Yorkshire, Tinner. July 18 at 11. Official Receiver, Ivegate chbrs, Bradford
Hill, Thomas Henry William, Dartford, Kent, Stonemason. July 21 at 11.30. Official Receiver, Rochester
Hopkins, Evan, Mynyddysllwyn, Monmouthshire, Farmer. July 19 at 12. Official Receiver, 34, Bridge st, Newport, Mon
Jabet, Thomas Francis, Birmingham, Draughtsman. July 22 at 3. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Lawrie, James Douglas, Heaton, near Bradford, Yarn Merchant. July 22 at 11. Law Institute, Piccadilly, Bradford
Lloyd, Samuel Webb, Barham, Kent, Clerk in Holy Orders. July 18 at 10. 32, St George's st, Canterbury
Marshall, Arthur Willis, Chorlton on Medlock, Lancashire, Chemist. July 18 at 11.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Moores, Alfred Joseph, Wareham, Dorsetshire, Outfitter. July 19 at 11.30. Official Receiver, City chbrs, Salisbury
Nixon, Matthew, Harrogate, York, Gent. July 22 at 12. Official Receiver, York
Powell, William, Merthyr Tydfil, Grocer. July 21 at 12. Official Receiver, Merthyr Tydfil
Preece, George William, Gloucester, Brewer. July 18 at 3.30. Official Receiver, 34, Barton st, Gloucester
Rice, Daniel Sleeman, Clapham rd, Builder. July 24 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Sanderson, William, Sheffield, Grocer. July 21 at 2. Official Receiver, Figtree lane, Sheffield
Simpson, Amos, Bassenthwaite, Cumberland, Hotel Keeper. July 19 at 11. Courthouse, Cockermouth
Thompson, William, Doncaster, Yorkshire, Licensed Valuer. July 21 at 3. Official Receiver, Figtree lane, Sheffield
Watkins, Henry, Worcester, Bookseller. July 21 at 11. Official Receiver, Worcester
Webster, Amelia, Leeds, Shopkeeper. July 18 at 12. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Wheeler, John James, Leytonstone, Essex, Builder. July 21 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn
Williams, William John, Curtain rd, Shoreditch, Looking Glass Manufacturer. July 22 at 11. 33, Carey st, Lincoln's inn
Wills, John, Kirkbride, Cumberland, Husbandman. July 23 at 3. 34, Fisher st, Carlisle
Woodhouse, David Clifford, Nottingham, Timber Merchant. July 18 at 12. Official Receiver, Exchange walk, Nottingham
Yates, Alfred Charles, Custom House, Lower Thames st, Refreshment Contractor. July 21 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Yates, George, Halifax, Brewer. July 19 at 12. Official Receiver, Townhall chmbrs, Crossley st, Halifax

ADJUDICATIONS.

Albutt, Henry, Birmingham, Jeweller. Birmingham. Pet June 19. Ord July 7
Aliband, Charles, Southam, Warwickshire, Boot Maker. Warwick. Pet June 14. Ord July 9
Ambler, George William, Kingston upon Hull, Oil Refiner. Kingston upon Hull. Pet June 17. Ord July 9
Briggs, Edmund, South Ossett, Yorkshire, Cloth Manufacturer. Dewsbury. Pet July 1. Ord July 5
Child, Joe, Lee House, Enfield Lock, Engineer. Edmonton. Pet May 30. Ord July 5
Denson, Solon, and Edward Denson, Brockley, Kent, Florists. Greenwich. Pet June 23. Ord July 9
Ford, Thomas, Blaenavon, Monmouthshire, Grocer. Tredegar. Pet July 4. Ord July 7
Frith, William, Wells, Somersetshire, Corn Dealer. Wells. Pet June 20. Or July 7
Hanson, Israel, Bradford, Yorkshire, Tinner. Bradford. Pet July 5. Ord July 7
Hanstock, George Renshaw, Chesterfield, Derbyshire, Licensed Victualler. Chesterfield. Pet June 18. Ord July 7
Harrigan, Daniel, Seymour st, Euston sq, Grocer. High Court. Pet June 16. Ord July 8
Hillier, George, Seend, Wiltshire, Carpenter. Bath. Pet July 9. Ord July 9
Hopkins, Evan, Mynyddysalwyn, Monmouthshire, Farmer. Newport, Mon. Pet July 5. Ord July 7
Howes, Thomas, Gt Yarmouth, Retired Fishing Boat Owner. Gt Yarmouth. Pet June 16. Ord July 7
Hunt, Frank, Wolverhampton, Galvanizer. Wolverhampton. Pet June 10. Ord July 8
Jabet, Thomas Francis, Birmingham, Draughtsman. Birmingham. Pet June 19. Ord July 7
Johnston, James Aloysius, Barnet, Hertfordshire, Hotel Keeper. Barnet. Pet May 6. Ord July 9
Layzell, Frederick, Tooting, Surrey, Builder. Wandsworth. Ord made under sec 103. Ord July 3
Love, Harry, Ryde, Isle of Wight, Carriage Builder. Newport and Ryde. Pet July 2. Ord July 7
Powell, William, Merthyr Tydfil, Grocer. Merthyr Tydfil. Pet July 5. Ord July 9
Rayment, George, Luton, Bedfordshire, Straw Hat Maker. Luton. Pet July 4. Ord July 8
Rigg, Charles Arames, James Buckham Hodgson, and Robinson Rigg, Whitehaven, Corn Merchants. Whitehaven. Pet June 25. Ord July 7
Suffell, Thomas, Dewsbury, Fancy Draper. Dewsbury. Pet July 5. Ord July 8
Tombs, Thomas, Birmingham, Grocer. Birmingham. Pet June 25. Ord July 9
Watkins, Henry, Worcester, Bookseller. Worcester. Pet July 8. Ord July 9
Webster, Amelia, Leeds, Shopkeeper. Leeds. Pet July 7. Ord July 7
West, Septimus, Bilston, Staffordshire, Licensed Victualler. Wolverhampton. Pet July 2. Ord July 8
Wickens, Walter, Hailsham, Sussex, Coal Merchant. Lewes and Eastbourne. Pet June 21. Ord July 2
Yates, George, Halifax, Brewer. Halifax. Pet June 25. Ord July 8

The following Amended Notice is substituted for that published in the London Gazette of the 8th July, 1884.

Preece, George William, Gloucester, Brewer. Gloucester. Pet July 3. Ord July 4

RECEIVING ORDERS.

TUESDAY, July 15, 1884.

Bain, Alexander, Ystalyfera, Glamorganshire, Colliery Proprietor. Neath. Pet July 10. Ord July 10. Exam July 29 at 10.30 at Townhall, Neath
Bately, Robert Godfrey, Gorleston, Suffolk, Medical Practitioner. Gt Yarmouth. Pet July 12. Ord July 12. Exam July 29 at 10.30 at Townhall, Gt Yarmouth
Bell, Edwin, Uxbridge rd, Ealing, Photographer. Brentford. Pet July 11. Ord July 11. Exam July 31 at 12
Bogle, Andrew Hugh, Slough, Buckinghamshire, Retired Major-General. Windsor. Pet May 7. Ord July 12. Exam Aug 2 at 11
Callender, Edwin Romaine, Battersea, nr Bawtry, Nottinghamshire, Actor. Sheffield. Pet July 2. Ord July 10. Exam July 31 at 11.30
Claremont, Edward McDougall Stopford, Settle, Yorkshire, Printer. Bradford. Pet June 25. Ord July 10. Exam July 25 at 12
Colling, William, Cheltenham, Innkeeper. Cheltenham. Pet July 12. Ord Jul 12. Exam Aug 1 at 12
Dodds, Robert Acton, a Prisoner in Her Majesty's Gaol, Horfield, Gloucestershire, Late Sheriff's Officer. Bristol. Pet July 1. Ord July 11. Exam Aug 15 at 12 at Guildhall, Bristol
Drover, George, West Cowes, Isle of Wight, Shipping Agent. Newport an Ryde. Pet July 12. Ord July 12. Exam Aug 6 at Townhall, Newport

Evans, Thomas, Rhuddlan, Flintshire, Blacksmith. Bangor. Pet July 10. Ord July 11. Exam July 30
Harris, Henry, Hereford, Innkeeper. Hereford. Pet July 11. Ord July 11. Exam Aug 26
Holland, David, Ipswich, Bootmaker. Ipswich. Pet July 9. Ord July 9. Exam July 25 at 3
Jones, George, Sheffield, Hatter. High Court. Pet July 11. Ord July 11. Exam Aug 31 at 11 at 34, Lincoln's inn fields
Jones, William, Pembroke, Coal Merchant. Pembroke Dock. Pet July 7. Ord July 9. Exam July 28 at 12.30 at County Court Office
King, Francis James, Windsor, Corn Merchant. Windsor. Pet July 12. Ord July 12. Exam Aug 2 at 12
Lovett, Marianne, Clifton, Bristol, Lodging house Keeper. Bristol. Pet July 10. Ord July 10. Exam Aug 15 at 12 at Guildhall, Bristol
Menzies, Archibald W., New London st, Wine Agent. High Court. Pet June 23. Ord July 11. Exam Aug 21 at 11 at 34, Lincoln's inn fields
Miles, Frederick James, Portslade, Sussex, Builder. Brighton. Pet July 8. Ord July 10. Exam July 31 at 12
Morton, Washington, Ripley, Derbyshire, Tailor. Derby. Pet July 11. Ord July 11. Exam Aug 16 at 10
Procter, James Samuel, Bradford, Yorkshire, Builder. Bradford. Pet July 10. Ord July 10. Exam July 25 at 12
Richards, Emily Jane, Sutton Coldfield, out of business. Birmingham. Pet June 12. Ord July 10. Exam July 31
Rimmer, James, St Helens, Lancashire, Grocer. Liverpool. Pet July 12. Ord July 12. Exam July 24 at 11.30
Saunders, Daniel, jun, Ham, Surrey, Market Gardener. Kingston, Surrey. Pet July 11. Ord July 11. Exam Aug 15
Shore, James Mellor, and Dyson Lee, Salford, Lancashire, Ale Merchants. Salford. Pet June 20. Ord July 9. Exam July 23 at 11
Small, Thomas Bell, Gateshead, Undertaker. Newcastle on Tyne. Pet July 10. Ord July 10. Exam July 24
Spink, Adam, and James Spink, Walsall, Staffordshire, Manufacturers. Walsall. Pet July 8. Ord July 10. Exam July 28 at 2
Thomas, Edwin, Pembroke, Auctioneer. Pembroke Dock. Pet July 7. Ord July 8. Exam July 23 at 12 at County Court Office, Pembroke Dock
Wallis, Charles Woodward. New sq, Lincoln's inn, Barrister-at-Law and Promoter of Public Companies. High Court. Pet May 22. Ord July 10. Exam Aug 12 at 11 at 34, Lincoln's inn fields
Walsh, Francis de Serrant, Hyde Park gate, South Kensington Gore, Gent. High Court. Pet June 18. Ord July 10. Exam Aug 21 at 11 at 34, Lincoln's inn fields
Westmoreland, Christopher Ayscough, North Cotes, Lincolnshire, Farmer. Gt Grimsby. Pet July 11. Ord July 11. Exam July 31 at 11
Willey, Matthew, Fenton, Grocer's Assistant. Stoke on Trent and Longton. Pet June 10. Ord July 10. Exam July 28 at 11.30
Williamson, Francis, and John Williamson, Keighley, Yorkshire, Worsted Spinners. Bradford. Pet July 11. Ord July 11. Exam Aug 1 at 12

The following Amended Notice is substituted for that published in the London Gazette of July 4, 1884.

Penrose, Sarah, Northowram, nr Halifax, Yorkshire, Draper. Halifax. Pet July 1. Ord July 1. Exam July 17

FIRST MEETINGS.

Atkin, John, Nottingham, Baker. July 22 at 12. Official Receiver, Exchange walk, Nottingham
Bain, Alexander, Ystalyfera, Glamorganshire, Colliery Proprietor. July 23 at 12. Castle Hotel, Neath
Baines, Thomas, Gt Castle st, Oxford circus, Tailor. July 22 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Bell, Edwin, Uxbridge rd, Ealing, Photographer. July 25 at 11. 28 and 29, St Swithin's lane
Brooke, James, Sowerby bridge, nr Halifax, Woollen Manufacturer. July 23 at 12. Official Receiver, Townhall chbrs, Crossley st, Halifax
Brown, Purrant, and William Nicholas Pycroft, Leicester, Timber Merchants. July 22 at 3. Official Receiver, 28, Friar lane, Leicester
Carroll, John, and Thomas Carroll, Middletown, nr Monaghan, Provision Dealers. July 24 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Claremont, Edward McDougall Stopford, Settle, Yorkshire, Printer. July 23 at 11. Chamber of Commerce, 145, Cheapside
Colling, William, Cheltenham, Gloucester, Innkeeper. July 24 at 3.30. County Court, Cheltenham
Davies, William, Salop, Licensed Victualler. Aug 20 at 11.30. County Court Offices, Madeley
Dodds, Robert Acton, a Prisoner in her Majesty's Gaol. Horfield, Gloucester, Law Sheriff's Officer. July 25 at 2. Official Receiver, Bank chbrs, Bristol
Evans, Robert, Carnarvon, Grocer's Managing Assistant. July 25 at 2. Royal Hotel, Carnarvon
Evans, Thomas, Rhuddlan, Flintshire, Blacksmith. July 24 at 3. Official Receiver, Crypt chbrs, Chester
Gregory, George, Rhyl, Flintshire, Painter. July 24 at 2. Official Receiver, Crypt chbrs, Chester
Hague, Thomas, Nottingham, Hosiery Maker. July 23 at 11. Official Receiver, Exchange walk, Nottingham
Hillier, George, Seend, Wiltshire, Carpenter. July 23 at 11. Official Receiver, Bank chbrs, Bristol
Hitchin, John, Nottingham, Licensed Victualler. July 23 at 12. Official Receiver, Exchange walk, Nottingham
Holland, David, Ipswich, Bootmaker. July 22 at 12. Official Receiver, 2, Westgate st, Ipswich
Howard, William Nicholas, Bury St Edmunds, Farmer. July 23 at 1.45. Guildhall, Bury St Edmunds
Jones, Thomas, Wednesbury, Staffordshire, China Dealer. July 26 at 12. Official Receiver, Bridge st, Walsall
Kinnersley, John James, Bishopston, Gloucestershire, Grocer. July 23 at 12. Official Receiver, Bank chbrs, Bristol
Loly, Solbe, and Co, Eastcheap. July 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Lovett, Marianne, Clifton, Bristol, Lodging House Keeper. July 23 at 1. Official Receiver, Bank chbrs, Bristol
Lukyn, Thomas Henry, Praed st, Paddington, Dentist. July 24 at 2. 33, Carey st, Lincoln's inn
Morton, Washington, Ripley, Derbyshire, Tailor. July 22 at 3. Official Receiver, St James's chbrs, Derby
Northcott, Richard, Torquay, Furniture Dealer. July 24 at 11. Castle of Exeter, Exeter
Owen, John Glendower, Broadstairs, no occupation. July 23 at 12. The First Avenue Hotel, High Holborn
Shore, James Mellor, and Lee Dyson, Salford, Ale Merchants. July 23 at 11.30. County Court House, Salford
Small, Thomas Bell, Gateshead, Undertaker. July 24 at 12. Official Receiver, County chmbrs, Westgate rd, Newcastle on Tyne
Spink, Adam, and James Spink, Walsall, Staffordshire, Boot Manufacturers. July 28 at 10.30. Official Receiver, Bridge st, Walsall
Suffell, Thomas, Dewsbury, Yorkshire, Fancy Draper. July 23 at 3. Official Receiver, Bank chmbrs, Batley
Wheatley, Thomas John, Nottingham, Boot Maker. July 23 at 11. Official Receiver, Exchange walk, Nottingham
Willey, Matthew, Fenton, Staffordshire, Grocer's Assistant. July 23 at 10.15. Official Receiver, Nelson pl, Newcastle under Lyme
Williams, Charles Henry, Cardiff, Ironmonger. July 22 at 2.30. Queen's Hotel, Birmingham

ADJUDICATIONS.

Bamford, Herbert, Arundell st, Haymarket, Solicitor. Poole. Pet June 3. Ord July 11
Bonner, Samuel, Foremark, Derbyshire, Farmer. Derby. Pet June 23. Ord July 11
Brooke, James, Sowerby Bridge, near Halifax, Woollen Manufacturer. Halifax. Pet July 8. Ord July 10
Coldwell, James, New Mill, near Huddersfield, Woollen Cloth Manufacturer. Huddersfield. Pet June 11. Ord July 26
Cole, William, Kingswood Hill, Gloucestershire, Boot Manufacturer. Bristol. Pet June 27. Ord July 12
Colton, James, Kingston upon Hull, out of business. Kingston upon Hull. Pet June 19. Ord July 10
Evans, Thomas, Rhuddlan, Flintshire, Blacksmith. Bangor. Pet July 10. Ord July 11
Fenton, Matthew Henry, Batley, Yorkshire, Flock Merchant. Dewsbury. Pet July 8. Ord July 10
Gorringe, Harry, Brighton, Boot Maker. Brighton. Pet July 1. Ord July 10
Green, George Harrison, Shipley, Yorkshire, Boot Maker. Bradford. Pet June 28. Ord July 12
Harris, Henry, Hereford, Innkeeper. Hereford. Pet July 11. Ord July 11
Henley, George Rice, Swindon, Builder. Swindon. Pet May 13. Ord July 12
Heymans, Ernest, Liverpool, Merchant. Liverpool. Pet May 14. Ord July 12
Holland, David, Ipswich, Boot Maker. Ipswich. Pet July 9. Ord July 9
Hunt, George Willis, Bath pl, Kensington, China Dealer. High Court. Pet June 21. Ord July 11
Jones, Elizabeth Anne, Bangor, Carnarvonshire, Fancy Milliner. Bangor. Pet June 18. Ord July 10
King, Francis James, Windsor, Corn Merchant. Windsor. Pet July 12. Ord July 12
Kinnersley, John James, Bishopston, Gloucestershire, Grocer. Bristol. Pet July 9. Ord July 12
Lovett, Marianne, Clifton, Bristol, Lodging-house Keeper. Bristol. Pet July 10. Ord July 12
Marshall, Arthur Willis, Choriton-on-Medlock, Chemist. Manchester. Pet July 3. Ord July 12
Mellor, Samuel, Littlemoor, nr Ashover, Derbyshire, out of business. Derby. Pet June 19. Ord July 11
Moores, Alfred Joseph, Wareham, Dorsetshire, Outfitter. Poole. Pet July 8. Ord July 11
Payne, James, Sydenham, no occupation. Greenwich. Pet May 3. Ord July 11
Read, William, Bolton Abbey, Yorkshire, Farmer. Bradford. Pet June 25. Ord July 12
Roberson, Benjamin, Croydon, Wheelwright. Croydon. Pet June 30. Ord July 12
Scott, George, West Hartlepool, Surveyor. Sunderland. Pet May 13. Ord July 10
Simpson, Amos, Bassenthwaite, Cumberland, Hotel Keeper. Cockermouth and Workington. Pet June 21. Ord July 11
Tanner, Charles, and William Hodges, Cambridge rd, North Kilburn, Builders. High Court. Pet June 18. Ord July 10
Walsh, James Bottomley, Halifax, Contractor. Halifax. Pet June 20. Ord July 12
Wharton, Matthew, jun, Dewsbury, Yorkshire. Dewsbury. Pet June 12. Ord July 10
Willey, Matthew, Fenton, Grocer's Assistant. Stoke upon Trent and Longton. Pet July 10. Ord July 10
Williamson, Francis, and John Williamson, Keighley, Yorkshire, Worsted Spinners. Bradford. Pet July 11. Ord July 11

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